

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
Board Room, Education Center
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
September 4, 2012
Closed Session -- 6:00 p.m.
Regular Session -- 7:00 p.m.

Item

Time -- Approximate

Public Comment on Items on Agenda or Not on the Agenda

NOTICE

Cards are available at the table just outside of the Board Room for anyone who wishes to address the Board. If you wish to address the Board, complete a card and hand it to a staff member at the table to the left as you enter the Board Room. Please be sure to complete the card indicating whether the matter you wish to address is on the agenda or not on the agenda. If the matter is on the agenda, we will assume you wish to speak when it comes time to address that item on the agenda and will hold your card until then. Presentations will be limited to a maximum of three (3) minutes, with a total of thirty (30) minutes designated for public comment on an item. Time limitations are at the discretion of the President of the Board of Trustees.

CLOSED SESSION -- 6:00 p.m.

- | | |
|---|------------|
| 1. Conference with Legal Counsel -- Existing Litigation (Government Code Section 54956.9[a]); Name of Case: AFSCME Local 258 v EGUSD UPC No.: SA-CE-2577-E | 45 Minutes |
| 2. Public Employee Appointment/Employment: Elementary School Vice Principals | 10 Minutes |

REGULAR MEETING - 7:00 p.m.

- | | |
|---|------------|
| I. Pledge of Allegiance | 5 Minutes |
| II. Presentations/Recognitions | |
| 3. High School Student Representative Reports -- Cosumnes Oaks and Elk Grove High Schools | 10 Minutes |
| III. Budget Update | |
| 4. Budget Update | 10 Minutes |
| IV. Bargaining Units | |
| V. Reports | |
| 5. 2012-13 Mandated Cost Block Grant | 10 Minutes |
| VI. Student Expulsion Recommendations - None | |
| VII. Board Member Reports | |
| VIII. Public Comment | |
| IX. Public Hearing, Discussion and/or Action Items | |
| 6. Consideration of Adopting a Resolution in Support of Tax Initiative for Public Education | 15 Minutes |
| X. Discussion Items - None | |

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ELK GROVE UNIFIED SCHOOL DISTRICT
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| <u>Item</u> | <u>Time – Approximate</u> |
|--|---------------------------|
| XI. Action Items | |
| 7. Pupil Textbooks and Instructional Materials | 5 Minutes |
| 8. Recognition of National Gear Up Week | 5 Minutes |
| 9. Constitution Day Resolution | 5 Minutes |
| 10. Hispanic Heritage Month Resolution | 5 Minutes |
| 11. Walk to School Week Resolution | 5 Minutes |
| XII. Consent Agenda – Action | 5 Minutes |
| 12. Approval of Minutes | |
| 13. Personnel Actions | |
| 14. Resolution Regarding Board Member Pay | |
| 15. Approval of Purchase Order History | |
| 16. Disposal of Obsolete/Surplus Property | |
| 17. Investment Report – 2012 Second Quarter | |
| 18. Kaiser Permanente Health Works/Wellness – Letter of Agreement | |
| 19. Project RIDE Operational Agreement for 2012-2013 | |
| 20. Elk Grove auto Mall 2012-2013 Graduating Seniors Attendance Drive Campaign | |
| 21. Running Paths and Concrete Work at Various Sites, Change Order No. 3 | |
| 22. Elk Grove Charter School, Public Address (PA) System, Acceptance and Notice of Completion | |
| 23. Dillard Elementary School Test Well Lease/Leaseback, Award of Contract | |
| 24. Smart Grid Investment Grant – Heating Ventilation Air Conditioning (HVAC) Controls Replacement Project, Ratification of Contract | |
| XIII. Action Items | |
| 25. Discussion and Action on Items Removed From Consent Agenda | 5 Minutes |
| XIV. Information Items | |
| 26. Other Items from the Floor | 5 Minutes |
| 27. Items for Future Agendas | 5 Minutes |
| XV. Adjournment | |

AMERICAN WITH DISABILITIES COMPLIANCE NOTICE

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Arlene Hein, at (916) 686-7700. Notification of at least 24 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodation, auxiliary aids or services.

DOCUMENT AVAILABILITY

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in District office located at 9510 Elk Grove-Florin Road, Elk Grove, CA during normal business hours.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No:

4

Board Agenda Item

Supplement No.

Meeting Date:

September 4, 2012

Subject:

BUDGET UPDATE

Department:

Budget

Action Requested:

The Board is asked to receive a budget update report.

Discussion:

The attached report outlines the current status of the 2012-13 Budget.

Attachment to follow.

Financial Summary:

Prepared By: Shannon Stenroos

Division Approval:

Rich Fagan

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 5

Board Agenda Item

Supplement No. _____

Meeting Date: September 4, 2012

Subject:

Mandated Costs Reimbursements – 2012/13

Department:

Fiscal Services

Action Requested:

The Board is asked to receive a report regarding Mandated Cost Reimbursements and reforms that were included in the 2012/13 State Budget.

Discussion:

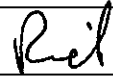
The 2012/13 State Budget included mandate reform provisions. Beginning this fiscal year these reforms impact how a district is funded for mandated cost reimbursable activities. The report will provide an overview of the impact of the reforms, options for local educational agencies and the recommendation of staff for fiscal year 2012/13.

Attachment to follow.

Financial Summary:

Prepared By: Carrie Hargis

Division Approval:

Rich Fagan 

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 6

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012

Subject: Consideration of Adopting a Resolution in Support of **Division:** Board of Education
of Tax Initiatives for Public Education

Action Requested:

The Board is asked to consider adopting a resolution in support of tax initiatives for public education.

Discussion:

As requested at the last Board meeting, materials clarifying the two tax initiatives on the ballot, Governor Brown's Proposition 30 and Ms. Munger's Proposition 38, both of which are designed to increase taxes that would support public education, are still being collected. The materials, once collected, will be forwarded prior to the Board meeting. After consideration, the Board may give direction regarding action to be taken at a future Board meeting to support for one or both of these measures.

Financial Summary:

Prepared By: Steven M. Ladd, Ed.D.

Division Approval: Steven M. Ladd, Ed.D., Superintendent

Prepared By: _____

Superintendent Approval: _____

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012**Subject:**Department: Curriculum/Professional Learning**Pupil Textbook and Instructional Materials****Action Requested:**

The Board of Education is requested to approve Resolution No. 3 certifying that K-12 State Instructional Materials Fund monies are expended in compliance with the Pupil Textbook and Instructional Materials Incentive Program Act, ensuring that each pupil will have sufficient instructional materials.

Discussion:

Education Code Section 60119 specifies that the Board of Education shall hold a public hearing and shall determine through a resolution that each pupil in each school in the district has sufficient textbooks or instructional materials or both, in each subject (English/language arts, mathematics, history/social science, and science), that are consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Board of Education did hold such public hearing during its August 18, 2009, Board meeting.

The Education Code also requires that the Board of Education make a written determination as to whether each pupil enrolled in foreign language or health has sufficient textbooks or instructional materials. Similarly, the Board of Education must determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive.

The attached resolution certifies that, in fact, each Elk Grove Unified School District student does have textbooks and materials consistent with these guidelines.

Financial Summary:Prepared By: Jerrilyn M. Ewing *JME*Budget Approval: Rich Fagan

Prepared By: _____

Department Approval: Mark Cerutti *MC*Superintendent Approval: Steven M. Ladd, Ed.D. *SL*

ELK GROVE UNIFIED SCHOOL DISTRICT

Elk Grove, California

RESOLUTION NO. 3, 2012-2013

RESOLUTION CERTIFYING THAT THE KINDERGARTEN THROUGH GRADE TWELVE STATE INSTRUCTIONAL MATERIALS FUND MONIES ARE AUGMENTED WITH GENERAL FUND AND LOTTERY MONIES SO THAT THERE ARE SUFFICIENT FUNDS SO THAT EACH DISTRICT PUPIL WILL HAVE SUFFICIENT TEXTBOOKS AND/OR INSTRUCTIONAL MATERIALS IN EACH SUBJECT

WHEREAS, the governing board of the Elk Grove Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on **August 21, 2012**, at 7:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in English/language arts, mathematics, science, history-social science, health, and foreign languages, and;

WHEREAS, specific materials, at a *minimum*, in the four core content areas (English/language arts, mathematics, science, and history-social science) are allocated one per on-track student (except as noted) as follows:

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12, inclusive;

NOW, THEREFORE, BE IT RESOLVED that for the **2012-2013** school year, the Elk Grove Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

STEVEN M. LADD, Ed.D.
Secretary to the Board of Education

Date: _____

Textbooks for four core content areas per pupil:

Elementary School

| Discipline | Title | GL | © | ISBN | Publisher |
|---------------------------------|--|-----|------|------------------|----------------------------|
| Language Arts | Open Court: Big Book Package | K | 2002 | 0-07-569238-4 | SRA/McGraw-Hill |
| | Open Court: Reading, Phonics, and Phonemic Awareness Kit | K | 2002 | 0-07-571937-1 | SRA/McGraw-Hill |
| | Open Court: Anthology 1, Student Ed. | 1 | 2002 | 0-07-569242-2 | SRA/McGraw-Hill |
| | Open Court: Anthology 2, Student Ed. | 1 | 2002 | 0-07-569243-0 | SRA/McGraw-Hill |
| | Open Court: Anthology 1, Student Ed. | 2 | 2002 | 0-07-569244-9 | SRA/McGraw-Hill |
| | Open Court: Anthology 2, Student Ed. | 2 | 2002 | 0-07-569245-7 | SRA/McGraw-Hill |
| | Open Court: Anthology 1, Student Ed. | 3 | 2002 | 0-07-569246-5 | SRA/McGraw-Hill |
| | Open Court: Anthology 2, Student Ed. | 3 | 2002 | 0-07-569247-3 | SRA/McGraw-Hill |
| | Open Court: Anthology, Student Ed. | 4 | 2002 | 0-07-569248-1 | SRA/McGraw-Hill |
| | Open Court: Anthology, Student Ed. | 5 | 2002 | 0-07-569249-X | SRA/McGraw-Hill |
| | Open Court: Anthology, Student Ed. | 6 | 2002 | 0-07-569250-3 | SRA/McGraw-Hill |
| Language Arts (Intervention) | Language! 3 rd Ed, Student Book A | 3-6 | 2005 | 1-59318-262-7 | Sopris West |
| | Language! 3 rd Ed, Student Book B | 3-6 | 2005 | 1-59318-320-8 | Sopris West |
| | Language! 3 rd Ed, Student Book C | 3-6 | 2005 | 1-59318-321-6 | Sopris West |
| Language Arts (ELD) | Avenues: Level A, Little Language Books | K | 2000 | 07362-17908 | Hampton-Brown |
| | Avenues: Level B, Literature Anthology | 1 | 2000 | 07362-20224 | Hampton-Brown |
| | Avenues: Level C, Literature Anthology | 2 | 2000 | 07362-18769 | Hampton-Brown |
| | Avenues: Level D, Literature Anthology | 3 | 2000 | 07362-16731 | Hampton-Brown |
| | Avenues: Level E, Literature Anthology | 4 | 2000 | 07362-17096 | Hampton-Brown |
| | Avenues: Level F, Literature Anthology | 5-6 | 2000 | 07362-17452 | Hampton-Brown |
| Math | GoMath, Student Edition | K | 2011 | 978-054-758780-6 | Houghton-Mifflin, Harcourt |
| | GoMath, Student Edition | 1 | 2011 | 978-054-758779-0 | Houghton-Mifflin, Harcourt |
| | GoMath, Student Edition | 2 | 2011 | 978-054-758790-5 | Houghton-Mifflin, Harcourt |
| | CA Mathematics: Student Edition | 3 | 2001 | 0-328-00467-7 | Scott Foresman |
| | CA Mathematics: Student Edition | 4 | 2001 | 0-328-00468-5 | Scott Foresman |
| | CA Mathematics: Student Edition | 5 | 2001 | 0-328-00469-3 | Scott Foresman |
| | CA Mathematics: Student Edition | 6 | 2001 | 0-328-00470-7 | Scott Foresman |
| Science | California Science, Kindergarten Kit | K | 2008 | 002-285369-3 | MacMillan/McGraw-Hill |
| | California Science, Unit Big Book Package | 1 | 2008 | 002-285055-4 | MacMillan/McGraw-Hill |
| | California Science: Student Edition | 2 | 2008 | 002-284376-0 | MacMillan/McGraw-Hill |
| | California Science: Student Edition | 3 | 2008 | 002-284377-9 | MacMillan/McGraw-Hill |
| | California Science : Student Edition | 4 | 2008 | 002-284378-7 | MacMillan/McGraw-Hill |
| | California Science : Student Edition | 5 | 2008 | 002-284379-5 | MacMillan/McGraw-Hill |
| | Earth Science: Student Edition | 6 | 2007 | 003-042658-8 | Holt, Rinehart, Winston |
| Social Science | California Kindergarten Program | K | 2007 | 015-344135-6 | Harcourt Brace |
| | A Child's View, Student Edition | 1 | 2007 | 015-338498-0 | Harcourt Brace |
| | People We Know, Student Edition | 2 | 2007 | 015-338499-9 | Harcourt Brace |
| | Our Communities, Student Edition | 3 | 2007 | 015-338501-4 | Harcourt Brace |
| | California, Student Edition | 4 | 2007 | 015-338502-2 | Harcourt Brace |
| | The United States, Student Edition | 5 | 2007 | 015-338503-0 | Harcourt Brace |
| | Ancient Civilizations, Student Edition | 6 | 2006 | 003-073459-2 | Holt, Rinehart, Winston |

Textbooks for four core content areas per pupil:

Middle School

| <i>Discipline</i> | <i>Title</i> | <i>GL</i> | <i>©</i> | <i>ISBN</i> | <i>Publisher</i> |
|-------------------------------------|---|-----------|----------|---------------|-------------------------|
| Language Arts | Literature & Language Arts, Student Ed. | 7 | 2003 | 0-03-056492-1 | Holt, Rinehart, Winston |
| | Literature & Language Arts, Student Ed. | 8 | 2003 | 0-03-056493-X | Holt, Rinehart, Winston |
| Language Arts (Intervention) | Language! 3rd Ed, Student Book A | 7-8 | 2005 | 1-59318-262-7 | Sopris West |
| | Language! 3rd Ed, Student Book B | 7-8 | 2005 | 1-59318-320-8 | Sopris West |
| | Language! 3rd Ed, Student Book C | 7-8 | 2005 | 1-59318-321-6 | Sopris West |
| | Language! 3 rd Ed., Student Book D | 7-8 | 2005 | 1-59318-371-2 | Sopris West |
| Language Arts (ELD) | High Point: Basic Level, Student Edition | 7-8 | 2000 | 0-7362-1223-X | Hampton-Brown |
| | High Point: Level A, Student Edition | 7-8 | 2000 | 0-7362-0901-8 | Hampton-Brown |
| | High Point: Level B, Student Edition | 7-8 | 2000 | 0-7362-0933-6 | Hampton-Brown |
| | High Point: Level C, Student Edition | 7-8 | 2000 | 0-7362-0965-4 | Hampton-Brown |
| Math | Mathematics Concepts & Skills, St. Ed. | 7-8 | 2001 | 0-618-05048-5 | McDougal Littell |
| | Pre-Algebra, Student Edition | 7-8 | 2001 | 0-13-050486-6 | Prentice Hall |
| | Algebra 1, Student Edition | 7-8 | 2001 | 0-13-044263-1 | Prentice Hall |
| | Geometry, Student Edition | 8 | 2001 | 0-395-93777-9 | McDougal Littell |
| Science | Life Science, Student Edition | 7 | 2007 | 0-03-046523-0 | Holt, Rinehart, Winston |
| | Physical Science, Student Edition | 8 | 2007 | 0-03-046528-1 | Holt, Rinehart, Winston |
| | Earth Science (Honors) Student Edition | 8 | 2006 | 0-13-166755-6 | Pearson/Prentice-Hall |
| Social Science | World History, Student Edition | 7 | 2006 | 0-03-073399-5 | Holt, Rinehart, Winston |
| | U.S. History, Student Edition | 8 | 2006 | 0-03-041228-5 | Holt, Rinehart, Winston |

Textbooks for four core content areas per pupil:

High School

| <i>Discipline</i> | <i>Title</i> | <i>GL</i> | <i>©</i> | <i>ISBN</i> | <i>Publisher</i> |
|-------------------------------------|---|-----------|----------|---------------|-------------------------|
| Language Arts | Literature & Language Arts, Student Ed. | 9 | 2003 | 0-03-056494-8 | Holt, Rinehart, Winston |
| | Literature & Language Arts, Student Ed. | 10 | 2003 | 0-03-056496-4 | Holt, Rinehart, Winston |
| | Literature & Language Arts, Student Ed. | 11 | 2003 | 0-03-056497-2 | Holt, Rinehart, Winston |
| | Literature & Language Arts, Student Ed. | 12 | 2003 | 0-03-056498-0 | Holt, Rinehart, Winston |
| | The Language of Composition, Student Ed. | AP 11 | 2008 | 0-312-45094-X | Bedford/St. Martins |
| | Bedford Intro. to Literature, Student Ed. | AP 12 | 2008 | 0-312-47200-5 | V.H.P.S. |
| Language Arts (Intervention) | Language! 3rd Ed., Student Book A | 9-12 | 2005 | 1-59318-262-7 | Sopris West |
| | Language! 3rd Ed., Student Book B | 9-12 | 2005 | 1-59318-320-8 | Sopris West |
| | Language! 3rd Ed., Student Book C | 9-12 | 2005 | 1-59318-321-6 | Sopris West |
| | Language! 3rd Ed., Student Book D | 9-12 | 2005 | 1-59318-371-2 | Sopris West |
| | Language! 3rd Ed., Student Book E | 9-12 | 2005 | 1-59318-375-5 | Sopris West |
| Language Arts (ELD) | Shining Star: Keys to Learning, Student Ed. | 9-12 | 2005 | 0-13-189221-5 | Pearson Education |
| | Shining Star: Introduction, Student Ed. | 9-12 | 2005 | 0-13-111285-6 | Pearson Education |
| | Shining Star: Level A, Student Ed. | 9-12 | 2005 | 0-13-093931-5 | Pearson Education |
| | Shining Star: Level B, Student Ed. | 9-12 | 2005 | 0-13-093933-1 | Pearson Education |
| | Shining Star: Level C, Student Ed. | 9-12 | 2005 | 0-13-093934-X | Pearson Education |

Textbooks for four core content areas per pupil:

High School

| Discipline | Title | GL | © | ISBN | Publisher |
|-----------------------|---|-----------|----------|---------------|-------------------------|
| Math | Algebra I, CA Student Edition | 9-12 | 2001 | 0-13-044263-1 | Pearson/Prentice-Hall |
| | Geometry-Concepts & Skills, Student Edition | 9-12 | 2001 | 0-618-08758-3 | McDougal Littell |
| | Geometry, Student Edition | 9-12 | 2001 | 0-395-93777-9 | McDougal Littell |
| | Algebra 2, Student Edition | 9-12 | 2001 | 0-395-93778-7 | McDougal Littell |
| | Trigonometry, Student Edition | 9-12 | 2007 | 0-618-64333-8 | McDougal Littell |
| | Precalculus w/Limits: A Graphing Approach, CP, Student Edition | 9-12 | 2005 | 0-618-49899-0 | McDougal Littell |
| | Elementary Statistics, a Step by Step Approach, Student Edition | 11-12 | 2006 | 0-07-327160-8 | Glencoe/McGraw-Hill |
| | The Practice of Statistics, TI83/89 Graphing, Student Edition | AP | 2003 | 0-7167-4773-1 | VHPS |
| | Calculus, Student Edition | AP | 2006 | 0-618-50300-5 | McDougal Littell |
| Science | Earth Science, Student Ed. | 9-12 | 2006 | 0-13-166755-6 | Pearson/Prentice-Hall |
| | Biology—Dynamics of Life, Student Ed. | 9-12 | 2000 | 0-02-828242-6 | Glencoe/McGraw-Hill |
| | Modern Biology, (Honors) Student Ed. | 9-12 | 2006 | 0-03-065178-6 | Holt, Rinehart, Winston |
| | Astronomy Today, Student Ed. | 9-12 | 2002 | 0-13-094334-7 | Prentice-Hall |
| | Biochemistry, Student Ed. | 9-12 | 2000 | 0-07-228331-9 | McGraw-Hill |
| | Modern Chemistry, Student Ed. | 9-12 | 1999 | 0-03-051122-4 | Holt, Rinehart, Winston |
| | Environmental Science, (Ecology) Student Ed. | 9-12 | 2005 | 0-07-293074-8 | McGraw-Hill |
| | Essentials in Geology, Student Ed. | 9-12 | 2000 | 0-13-028287-1 | Prentice-Hall |
| | Foundations in Microbiology, Student Ed. | 9-12 | 2005 | 0-07-255298-0 | McGraw-Hill |
| | Recombinant DNA & Biotechnology, Student Ed.(Microbiology) | 9-12 | 1996 | 1-55581-110-8 | American Society |
| | Physics: Principles & Problems, Student Ed. | 9-12 | 1999 | 0-02-825473-2 | Glencoe/McGraw-Hill |
| | Conceptual Physics, Student Ed. | 9-12 | 1998 | 0-321-00971-1 | Addison Wesley |
| | Fundamentals of Anatomy & Physiology, Student Ed.(Physiology) | 10-12 | 2006 | 0-13-195644-2 | Prentice-Hall |
| | Chemistry in the Community, Student Ed | 11-12 | 2006 | 0-7167-8919-1 | VHPS |
| | Criminalistics, Student Ed. (Forensic Science) | 11-12 | 2004 | 0-13-113706-9 | Prentice-Hall |
| | Biology by Campbell, Student Ed. | AP | 2011 | 013-137504-0 | Pearson |
| | Chemistry & Chemical Reactivity, Student Ed. | AP | 2006 | 0-534-99766-X | Harcourt-Brace |
| | Physics, Student Ed. | AP | 2000 | 0-471-32146-X | Wiley & Sons |
| | Environmental Science: Earth as a Living Planet, Student Ed. | AP | 2003 | 0-471-38914-5 | Wiley & Sons |
| | | | | | |
| Science (EL) | Earth Science, Student Edition | 9-12 | 2003 | 0-13-023815-5 | Pearson/AGS Globe |
| Social Science | World Geography & Cultures, Student Ed. | 9 | 2008 | 0-07-874529-2 | Glencoe/McGraw-Hill |
| | Modern World History, Student Ed. | 10 | 2006 | 0-618-55715-6 | McDougal Littell |
| | American Anthem, Student Ed. | 11 | 2007 | 0-03-043299-5 | Holt, Rinehart, Winston |
| | Magruder's American Gov't, Student Ed | 12 | 2006 | 0-13-133579-0 | Pearson/Prentice-Hall |
| | Economics-Principles in Action, Student Ed. | 12 | 2007 | 0-13-133487-5 | Pearson/Prentice-Hall |
| | Understanding Psychology, Student Ed. | 9-12 | 2008 | 0-07-874517-9 | Glencoe/McGraw-Hill |
| | The Earth & Its Peoples, Student Ed. | AP | 2008 | 0-618-77148-6 | McDougal Littell |
| | The American Pageant, Student Ed. | AP | 2006 | 0-618-47940-6 | McDougal Littell |
| | Government in America-People, Politics & Policy, Student Ed. | AP | 2008 | 0-13-134760-1 | Pearson/Prentice-Hall |
| | Comparative Politics, Student Ed. | AP | 2006 | 0-495-09162-6 | Thompson/Wadsworth |
| | Economics, AP Student Ed. | AP | 2008 | 0-07-329392-9 | McGraw-Hill |
| | Psychology, Student Ed. | AP | 2007 | 0-13-196070-9 | Pearson/Allyn & Bacon |

Textbooks for four core content areas per pupil:

High School

| Discipline | Title | GL | © | ISBN | Publisher |
|----------------------------|------------------------------------|------|------|---------------|------------------|
| Social Science (EL) | Pacemaker World Geography, St. Ed. | 9-12 | 2002 | 0-13-023674-8 | AGS Globe Fearon |
| | Pacemaker World History, St. Ed. | 9-12 | 2008 | 0-7854-6391-7 | AGS Globe Fearon |
| | Pacemaker US History, St. Ed. | 9-12 | 2004 | 0-13-024410-4 | AGS Globe Fearon |
| | Pacemaker American Gov't, St. Ed. | 9-12 | 2001 | 0-7854-3871-8 | AGS Globe Fearon |
| | Pacemaker Economics, St. Ed. | 9-12 | 2001 | 0-13-023613-6 | AGS Globe Fearon |
| | | | | | |

Textbooks for World Languages and Health per pupil:

| Discipline | Title | GL | © | ISBN | Publisher |
|------------------------|---|------|------|---------------|-----------------------|
| World Languages | Paso a Paso: Level 1, Student Edition (Spanish) | 9-12 | 2000 | 0-673-58922-6 | Prentice-Hall |
| | Paso a Paso: Level 2, Student Edition (Spanish) | 9-12 | 2000 | 0-673-58923-4 | Prentice-Hall |
| | Paso a Paso: Level 3, Student Edition (Spanish) | 9-12 | 2000 | 0-673-58924-2 | Prentice-Hall |
| | Abriendo puertas: Antologia de literature en espanol Tomo Level 1, Student Edition (Spanish V Honors) | 9-12 | 2003 | 0-618-22206-5 | McDougal Littell |
| | Abriendo puertas: Antologia de literature en espanol Tomo Level 2, Student Edition (Spanish V Honors) | 9-12 | 2003 | 0-618-22207-3 | McDougal Littell |
| | A toda vela, Student Edition (Spanish) | AP | 2008 | 0-8219-3714-6 | EMC Publishing |
| | TuMundo, Student Edition (Spanish for Native Speakers) | 9-12 | 1997 | 0-669-43334-9 | Heath |
| | Nuestra Nundo, Student Edition (Spanish for Native Speakers) | 9-12 | 1997 | 0-669-43336-5 | Heath |
| | | | | | |
| | Allez Viens!: Level 1 (French) | 9-12 | 2000 | 0-03-052079-7 | Holt, RinehartWinston |
| | Allez Viens!: Level 2 (French) | 9-12 | 2000 | 0-03-052082-7 | Holt, RinehartWinston |
| | Allez Viens!: Level 3 (French) | 9-12 | 2000 | 0-03-052083-5 | Holt, RinehartWinston |
| | Ensemble Gramaire (French IV) | 9-12 | 1999 | 047-0002-88-3 | People's Publishers |
| | Ensemble Culture et Societe (French IV) | 9-12 | 1999 | 047-0002-90-5 | People's Publishers |
| | Ensemble Litterature (French IV) | 9-12 | 1999 | 047-0004-55-X | People's Publishers |
| | En Bonne Forme, (French AP) | AP | 2001 | 0-618-01241-9 | McDougal Littell |
| | | | | | |
| | Deutsch Aktuell: Level 1 (German) | 9-12 | 1998 | 0-8219-1449-9 | EMC Paradigm |
| | Deutsch Aktuell: Level 2 (German) | 9-12 | 1998 | 0-8219-1488-X | EMC Paradigm |
| | Deutsch Aktuell: Level 3 (German) | 9-12 | 1998 | 0-8219-1701-3 | EMC Paradigm |
| | Übungsbuch Kaleidoskop (German) | AP | 1998 | 0-395-89028-4 | McDougal Littell |
| | | | | | |
| | Adventures in Japanese: Level 1 | 9-12 | 2004 | 0-88727-421-8 | JP Trading Inc. |
| | Adventures in Japanese: Level 2 | 9-12 | 2004 | 0-88727-430-7 | JP Trading Inc. |
| | Adventures in Japanese: Level 3 | 9-12 | 2004 | 0-88727-399-8 | JP Trading Inc. |
| | Yookosol Continuing with Contemporary Japanese | AP | 2004 | 0-07-297496-6 | McGraw-Hill |
| | | | | | |
| Discipline | Title | GL | © | ISBN | Publisher |
| Health | Glencoe Health, Student Edition | 9-12 | 2004 | 0-07-826326-3 | Glencoe/McGraw-Hill |

Instructional Materials in the four core content areas:

Elementary School

| <i>Discipline</i> | <i>Title</i> | <i>GL</i> | <i>©</i> | <i>ISBN</i> | <i>Publisher</i> |
|--|--|------------------|-----------------|--------------------|-------------------------|
| <i>Language Arts</i> | Sounds and Letters Skills Workbook | K | 2002 | 0-07-571902-9 | SRA/McGraw Hill |
| | Pre-Decodable/Decodable Takehome | K | 2002 | 0-07-572526-6 | SRA/McGraw Hill |
| | Phonics Skills Workbook | 1 | 2002 | 0-07-570198-7 | SRA/McGraw Hill |
| | Comprehension & LangArts Skills Wkbk | 1 | 2002 | 0-07-569516-2 | SRA/McGraw Hill |
| | Decodable Takehome #1 | 1 | 2002 | 0-07-572527-4 | SRA/McGraw Hill |
| | Decodable Takehome #2 | 1 | 2002 | 0-07-572528-2 | SRA/McGraw Hill |
| | Comprehension & LangArts Skills Wkbk | 2 | 2002 | 0-07-570201-0 | SRA/McGraw Hill |
| | Spelling & Vocabulary Workbook | 2 | 2002 | 0-07-571099-4 | SRA/McGraw Hill |
| | Decodable Takehome | 2 | 2002 | 0-07-572531-2 | SRA/McGraw Hill |
| | Comprehension & LangArts Skills Wkbk | 3 | 2002 | 0-07-570683-0 | SRA/McGraw Hill |
| | Spelling & Vocabulary Workbook | 3 | 2002 | 0-07-571102-8 | SRA/McGraw Hill |
| | Comprehension & LangArts Skills Wkbk | 4 | 2002 | 0-07-570686-5 | SRA/McGraw Hill |
| | Spelling & Vocabulary Workbook | 4 | 2002 | 0-07-571105-2 | SRA/McGraw Hill |
| | Comprehension & LangArts Skills Wkbk | 5 | 2002 | 0-07-571905-3 | SRA/McGraw Hill |
| | Spelling & Vocabulary Workbook | 5 | 2002 | 0-07-571112-5 | SRA/McGraw Hill |
| | Comprehension & LangArts Skills Wkbk | 6 | 2002 | 0-07-570768-3 | SRA/McGraw Hill |
| | Spelling & Vocabulary Workbook | 6 | 2002 | 0-07-571115-X | SRA/McGraw Hill |
| <i>Language Arts (Intervention)</i> | Language! 3 rd Ed, Interactive Reader Book A | 3-6 | 2005 | 1-59318-264-3 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book A | 3-6 | 2005 | 1-59318-294-5 | Sopris West |
| | Language! 3 rd Ed, Summative Test Book A | 3-6 | 2005 | 1-57035-540-1 | Sopris West |
| | Language! 3 rd Ed, Interactive Reader Book B | 3-6 | 2005 | 1-59318-322-4 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book B | 3-6 | 2005 | 1-59318-295-3 | Sopris West |
| | Language! 3 rd Ed, Summative Test Book B | 3-6 | 2005 | 1-59035-541-X | Sopris West |
| | Language! 3 rd Ed, Interactive Reader Book C | 3-6 | 2005 | 1-59318-323-2 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book C | 3-6 | 2005 | 1-59318-296-1 | Sopris West |
| <i>Language Arts (ELD)</i> | Avenues, Practice Book Level A | K | 2000 | 07362-1786X | Hampton-Brown |
| | Avenues, Practice Book Level B | 1 | 2000 | 07362-18351 | Hampton-Brown |
| | Avenues, Practice Book Level C | 2 | 2000 | 07362-1884X | Hampton-Brown |
| | Avenues, Practice Book Level D | 3 | 2000 | 07362-16782 | Hampton-Brown |
| | Avenues, Practice Book Level E | 4 | 2000 | 07362-17142 | Hampton-Brown |
| | Avenues, Practice Book Level F | 5-6 | 2000 | 07362-17509 | Hampton-Brown |
| <i>Reference Materials</i> | Merriam-Webster's Primary Dictionary (Instructional supplemental resource) | 1-2 | 2005 | 0-87779174-0 | Merriam Webster |
| | Merriam-Webster's Elementary Dictionary (Instructional supplemental resource) | 2-3 | 2005 | 0-87779575-4 | Merriam Webster |
| | Merriam-Webster's Intermediate Dictionary (Instructional supplemental resource) | 4-6 | 2004 | 0-87779579-7 | Merriam Webster |

Instructional Materials in the four core content areas:

Elementary School

| <i>Discipline</i> | <i>Title</i> | <i>GL</i> | <i>©</i> | <i>ISBN</i> | <i>Publisher</i> |
|------------------------------|---------------------------------|------------------|-----------------|--------------------|----------------------------|
| <i>Math</i> | GoMath, Practice Book | K | 2011 | 978-054-758812-4 | Houghton-Mifflin, Harcourt |
| | GoMath, Practice Book | 1 | 2011 | 978-054-758815-5 | Houghton-Mifflin, Harcourt |
| | GoMath, Practice Book | 2 | 2011 | 978-054-758814-8 | Houghton-Mifflin, Harcourt |
| | CA Mathematics: Workbook | 3 | 2001 | 0-328-00877-X | Scott Foresman |
| | CA Mathematics: Workbook | 4 | 2001 | 0-328-00878-8 | Scott Foresman |
| | CA Mathematics: Workbook | 5 | 2001 | 0-328-00879-6 | Scott Foresman |
| | CA Mathematics: Workbook | 6 | 2001 | 0-328-00880-X | Scott Foresman |
| <i>Science</i> | California Science: Workbook | K | 2008 | 002-286145-9 | MacMillan/McGraw-Hill |
| | California Science: Workbook | 1 | 2008 | 002-285992-6 | MacMillan/McGraw-Hill |
| | California Science: Workbook | 2 | 2008 | 002-285999-3 | MacMillan/McGraw-Hill |
| | California Science: Workbook | 3 | 2008 | 002-286007-X | MacMillan/McGraw-Hill |
| | California Science: Workbook | 4 | 2008 | 002-286016-9 | MacMillan/McGraw-Hill |
| | California Science: Workbook | 5 | 2008 | 002-286023-1 | MacMillan/McGraw-Hill |
| | Earth Science: Workbook | 6 | 2007 | 003-092478-2 | Holt, Rinehart, Winston |
| <i>Social Studies</i> | Our World, Workbook | K | 2007 | 015-341466-9 | Harcourt Brace |
| | A Child's View, Workbook | 1 | 2007 | 015-341467-7 | Harcourt Brace |
| | People We Know, Workbook | 2 | 2007 | 015-341468-5 | Harcourt Brace |
| | Our Communities, Workbook | 3 | 2007 | 015-341478-2 | Harcourt Brace |
| | California, Workbook | 4 | 2007 | 015-341479-0 | Harcourt Brace |
| | The United States, Workbook | 5 | 2007 | 015-341780-4 | Harcourt Brace |
| | Ancient Civilizations, Workbook | 6 | 2006 | 003-042088-1 | Holt, Rinehart, Winston |
| | Student Primary Atlas | 1-3 | 2007 | 015-342686-1 | Harcourt Brace |
| | Student Intermediate Atlas | 4-5 | 2007 | 015-342687-X | Harcourt Brace |
| | Student World Atlas | 6 | 2006 | 003-079774-8 | Holt, Rinehart, Winston |

Instructional Materials in the four core content areas:

Middle School

| Discipline | Title | GL | © | ISBN | Publisher |
|---|--|-----------|----------|---------------|-------------------------|
| Core Novels | <i>A Day No Pigs Would Die</i> | 7 | 1972 | 0-69433 | Perma-Bound |
| | <i>Catherine, Called Birdy</i> | 7 | 1994 | 0-47510 | Perma-Bound |
| | <i>Dragonwings</i> | 7 | 1975 | 0-81921 | Perma-Bound |
| | <i>The Giver</i> | 7 | 1997 | 1-17894 | Perma-Bound |
| | <i>Lupita Manana</i> | 7 | 1992 | 1-84701 | Perma-Bound |
| | <i>Midsummer Night's Dream</i> | 7 | 1997 | 1-96701 | Perma-Bound |
| | <i>The Miracle Worker</i> | 7 | 1956 | 1-97901 | Perma-Bound |
| | <i>Walk Two Moons</i> | 7 | 1994 | 3-18346 | Perma-Bound |
| | <i>Adventures of Tom Sawyer</i> | 8 | 1988 | 0-3004X | Perma-Bound |
| | <i>Dance Hall of the Dead</i> | 8 | 1973 | 0-67275 | Perma-Bound |
| | <i>Diary of Anne Frank</i> | 8 | 1952 | 0-15601 | Perma-Bound |
| | <i>The Hobbit</i> | 8 | 1966 | 1-38401 | Perma-Bound |
| | <i>House on Mango Street</i> | 8 | 1989 | 1-41340 | Perma-Bound |
| | <i>Light in the Forest</i> | 8 | 1953 | 1-77201 | Perma-Bound |
| | <i>The Outsiders</i> | 8 | 1967 | 2-27501 | Perma-Bound |
| | <i>Pigman</i> | 8 | 1968 | 2-35001 | Perma-Bound |
| | <i>Roll of Thunder, Hear My Cry</i> | 8 | 1997 | 2-56701 | Perma-Bound |
| | | | | | |
| | | | | | |
| Language Arts (Intervention) | Language! 3 rd Ed, Interactive Reader Book A | 7-8 | 2005 | 1-59318-264-3 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book A | 7-8 | 2005 | 1-59318-294-5 | Sopris West |
| | Language! 3 rd Ed, Summative Test Book A | 7-8 | 2005 | 1-57035-540-1 | Sopris West |
| | Language! 3 rd Ed, Interactive Reader Book B | 7-8 | 2005 | 1-59318-322-4 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book B | 7-8 | 2005 | 1-59318-295-3 | Sopris West |
| | Language! 3 rd Ed, Summative Test Book B | 7-8 | 2005 | 1-59035-541-X | Sopris West |
| | Language! 3 rd Ed, Interactive Reader Book C | 7-8 | 2005 | 1-59318-323-2 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book C | 7-8 | 2005 | 1-59318-296-1 | Sopris West |
| | Language! 3 rd Ed, Summative Test Book C | 7-8 | 2005 | 1-57035-542-8 | Sopris West |
| | Language! 3 rd Ed, Interactive Reader Book D | 7-8 | 2005 | 1-59318-372-0 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book D | 7-8 | 2005 | 1-59318-297-X | Sopris West |
| | Language! 3 rd Ed, Summative Test Book D | 7-8 | 2005 | 1-59318-381-X | Sopris West |
| | | | | | |
| Language Arts (ELD) | High Point, Basic Level, Student Workbook | 7-8 | 2000 | 0-7362-1228-0 | Hampton-Brown |
| | High Point, Level A, Student Workbook | 7-8 | 2000 | 0-7362-0903-4 | Hampton-Brown |
| | High Point, Level B, Student Workbook | 7-8 | 2000 | 0-7362-0935-2 | Hampton-Brown |
| | High Point, Level C, Student Workbook | 7-8 | 2000 | 0-7362-0967-0 | Hampton-Brown |
| Reference Materials | Random House Webster's College Dictionary (1 per 3 student ratio in Honors English- Language Arts Classes) | 7-8 | 2001 | 0-375-42560-8 | Random House |
| | Webster's New World Thesaurus, Roget A-Z (1 per 5 student ratio) | 7-8 | 1999 | 0-02-863122-6 | MacMillan-IDG |
| Science | Life Science, Student Workbook | 7 | 2007 | 0-03-092477-4 | Holt, Rinehart, Winston |
| | Physical Science, Student Workbook | 8 | 2007 | 0-03-092479-0 | Holt, Rinehart, Winston |
| Social Science | Interactive Reader, Student Workbook | 7 | 2006 | 0-03-042154-3 | Holt, Rinehart, Winston |
| | Interactive Reader, Student Workbook | 8 | 2006 | 0-03-041852-6 | Holt Rinehart, Winston |

Instructional Materials in the four core content areas:

High School

| Discipline | Title | GL | © | ISBN | Publisher |
|---------------------------------|---|------|------|---------------|-------------|
| Core Novels | <i>Anthem</i> | 9 | 1946 | 0-16001 | Perma-Bound |
| | <i>Antigone</i> | 9 | 1958 | 0-16023 | Perma-Bound |
| | <i>At Risk</i> | 9 | 1986 | 0-20253 | Perma-Bound |
| | <i>Bean Trees</i> | 9 | 1988 | 0-25605 | Perma-Bound |
| | <i>The Chosen</i> | 9 | 1967 | 0-53601 | Perma-Bound |
| | <i>I Know Why the Caged Bird Sings</i> | 9 | 1969 | 1-49001 | Perma-Bound |
| | <i>Sophocles: The Oedipus Cycle</i> | 9 | 1977 | 2-19500 | Perma-Bound |
| | <i>Picture Bride</i> | 9 | 1987 | 2-34804 | Perma-Bound |
| | <i>Raisin in the Sun</i> | 9 | 1997 | 2-48801 | Perma-Bound |
| | <i>The Tragedy of Romeo and Juliet</i> | 9 | 1997 | 2-57151 | Perma-Bound |
| | <i>A Man For All Seasons</i> | 10 | 1990 | 1-88801 | Perma-Bound |
| | <i>Cyrano de Bergerac</i> | 10 | 1951 | 0-67001 | Perma-Bound |
| | <i>Fahrenheit 451</i> | 10 | 1953 | 0-94201 | Perma-Bound |
| | <i>Grapes of Wrath</i> | 10 | 1939 | 1-22201 | Perma-Bound |
| | <i>Lord of the Flies</i> | 10 | 1954 | 1-82201 | Perma-Bound |
| | <i>Master Harold and the Boys</i> | 10 | 1982 | 1-92500 | Perma-Bound |
| | <i>McTeague</i> | 10 | 1964 | 1-93376 | Perma-Bound |
| | <i>One Flew Over the Cuckoo's Nest</i> | 10 | 1970 | 2-23201 | Perma-Bound |
| | <i>Othello</i> | 10 | 1993 | 2-25801 | Perma-Bound |
| | <i>To Kill a Mockingbird</i> | 10 | 1960 | 3-03201 | Perma-Bound |
| | <i>Bless Me, Ultima</i> | 11 | 1972 | 0-33694 | Perma-Bound |
| | <i>Bury My Heart at Wounded Knee</i> | 11 | 1970 | 0-41888 | Perma-Bound |
| | <i>Catcher in the Rye</i> | 11 | 1951 | 0-47501 | Perma-Bound |
| | <i>The Crucible</i> | 11 | 1952 | 0-66101 | Perma-Bound |
| | <i>Ethan Frome</i> | 11 | 1970 | 0-91701 | Perma-Bound |
| | <i>Great Gatsby</i> | 11 | 1925 | 1-23701 | Perma-Bound |
| | <i>Pigs in Heaven</i> | 11 | 1993 | 2-35032 | Perma-Bound |
| | <i>The Scarlet Letter</i> | 11 | 1997 | 2-61401 | Perma-Bound |
| | <i>Their Eyes Were Watching God</i> | 12 | 1937 | 2-96350 | Perma-Bound |
| | <i>Animal Dreams</i> | 12 | 1990 | 0-14893 | Perma-Bound |
| | <i>Cry the Beloved Country</i> | 12 | 1948 | 0-66301 | Perma-Bound |
| | <i>Hamlet & Related Readings, McDougal</i> | 12 | 1997 | 1-30101 | Perma-Bound |
| | <i>Hamlet, Folger Edition</i> | 12 | 1992 | 4-77120 | Perma-Bound |
| | <i>The Joy Luck Club Ear</i> | 12 | 1989 | 1-65390 | Perma-Bound |
| | <i>Les Miserables</i> | 12 | 1964 | 1-98268 | Perma-Bound |
| | <i>Of Love and Shadows</i> | 12 | 1987 | 0-606-03879-5 | Perma-Bound |
| | <i>Pride and Prejudice</i> | 12 | 1988 | 2-42101 | Perma-Bound |
| Language Arts (Intervention) | Language! 3 rd Ed, Interactive Reader Book A | 9-12 | 2005 | 1-59318-264-3 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book A | 9-12 | 2005 | 1-59318-294-5 | Sopris West |
| | Language! 3 rd Ed, Summative Test Book A | 9-12 | 2005 | 1-57035-540-1 | Sopris West |
| | Language! 3 rd Ed, Interactive Reader Book B | 9-12 | 2005 | 1-59318-322-4 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book B | 9-12 | 2005 | 1-59318-295-3 | Sopris West |
| | Language! 3 rd Ed, Summative Test Book B | 9-12 | 2005 | 1-59035-541-X | Sopris West |
| | Language! 3 rd Ed, Interactive Reader Book C | 9-12 | 2005 | 1-59318-323-2 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book C | 9-12 | 2005 | 1-59318-296-1 | Sopris West |
| | Language! 3 rd Ed, Summative Test Book C | 9-12 | 2005 | 1-57035-542-8 | Sopris West |
| | Language! 3 rd Ed, Interactive Reader Book D | 9-12 | 2005 | 1-59318-372-0 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book D | 9-12 | 2005 | 1-59318-297-X | Sopris West |
| | Language! 3 rd Ed, Summative Test Book D | 9-12 | 2005 | 1-59318-381-X | Sopris West |
| | Language! 3 rd Ed, Interactive Reader Book E | 9-12 | 2005 | 1-59318-376-3 | Sopris West |
| | Language! 3 rd Ed, Content Mastery Book E | 9-12 | 2005 | 1-59318-298-8 | Sopris West |
| | Language! 3 rd Ed, Summative Test Book E | 9-12 | 2005 | 1-59318-382-8 | Sopris West |

Instructional Materials in the four core content areas:

High School

| <i>Discipline</i> | <i>Title</i> | <i>GL</i> | <i>©</i> | <i>ISBN</i> | <i>Publisher</i> |
|-----------------------------------|---|------------------|-----------------|--------------------|-------------------------|
| <i>Language Arts</i> | Shining Star: Keys to Learning, Student Workbook | 9-12 | 2005 | 0-13-189223-1 | Pearson Education |
| <i>(ELD)</i> | Shining Star: Introduction, Student Workbook | 9-12 | 2005 | 0-13-111286-4 | Pearson Education |
| | Shining Star: Level A, Student Workbook | 9-12 | 2005 | 0-13-049954-4 | Pearson Education |
| | Shining Star: Level B, Student Workbook | 9-12 | 2005 | 0-13-049959-5 | Pearson Education |
| | Shining Star: Level C, Student Workbook | 9-12 | 2005 | 0-13-049968-X | Pearson Education |
| <i>Reference Materials</i> | Random House Webster's College Dictionary (provided at 1:3 ratio) | 9-12 | 2001 | 0-375-42560-8 | Random House |
| | Websters New World Thesaurus, RogetA-Z (provided at 1:5 ratio) | 9-12 | 1999 | 0-02-863122-6 | MacMillan-IDG |
| <i>Science</i> | Earth Science Guided Reading & Study Guide Workbook, Student Workbook | 9-12 | 2006 | 0-13-125901-6 | Pearson/Prentice-Hall |
| <i>Social Science</i> | World Geography & Cultures, Ready Essentials & Note-Taking Guide, Student Workbook | 9 | 2008 | 0-07-878389-5 | Glencoe/McGraw-Hill |
| | Modern World History: Patterns of Interaction, CA Standards Enrichment Student Workbook | 10 | 2006 | 0-618-57708-4 | McDougal Littell |
| | Holt CA American Anthem: Modern American History, CA Interactive Reader & Study Guide, Student Workbook | 11 | 2007 | 0-03-077883-2 | Holt, Rinehart, Winston |
| | Magruder's American Government, CA Guided Reading & Review, Student Workbook | 12 | 2006 | 0-13-251363-3 | Pearson/Prentice Hall |
| | CA Economics: Principles in Action, Guided Reading & Review Student Workbok | 12 | 2007 | 0-13-067947-X | Pearson/Pentice Hall |

Sufficient Laboratory Science Equipment:

| <i>Discipline</i> | <i>Title</i> | <i>GL</i> | <i>©</i> | <i>ISBN</i> | <i>Publisher</i> |
|--------------------------|--|------------------|-----------------|--------------------|-------------------------|
| <i>Science</i> | Earth Science, Lab Manual, Student's Edition | 9 | 2006 | 0-13-125898-2 | Pearson/Prentice-Hall |
| | Biology: Dynamics of Life Lab Manual | 9-12 | 2000 | 0-02-828251-5 | McGraw-Hill |
| | Biology, BioSource Lab Program, Honors | 9-12 | 1999 | 0-03-052044-4 | Holt, Rinehart, Winston |
| | Modern Chemistry, Holt ChemFile Lab Program | 9-12 | 1999 | 0-03-052993-X | Holt, Rinehart, Winston |

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 8

Board Agenda Item

Supplement No. _____

Meeting Date 09/04/12

Subject: National GEAR UP Week Resolution

Division: Communications

Action Requested: The Board is asked to approve a resolution recognizing September 10-14, 2012 as National GEAR UP Week.

Discussion:

The Elk Grove Unified School District's students and staff have benefitted from the support from California GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs). Established in 1998, GEAR UP's program goal is "to develop and sustain the organizational capacity of middle schools to prepare all students for high school and higher education through a statewide network of support for adults, counselors, faculty, school leaders, and families – who influence middle school students."

For the past seven years, Samuel Jackman Middle School and Valley High School's students have benefitted from GEAR UP's Bridges for Students model, the only such program in the nation. In addition, Edward Harris, Jr., Middle School has been the recipient of GEAR-UP services designed to develop a college-going culture that prepares all students for success in high school and higher education.

In May 2012, GEAR UP announced that five EGUSD schools – out of 48 state-wide – were selected to be GEAR UP middle schools for the 2012-2017 Program Implementation Phase. These include Edward Harris, Jr., Harriet G. Eddy, Samuel Jackman, James Rutter and T.R. Smedberg middle schools. Through this grant, GEAR UP will provide resources to work with adults to support students in improving performance in mathematics and in developing a college-going mindset.

Through opportunities such as these, the Elk Grove Unified School District is strongly committed to supporting a long-term partnership with GEAR UP for the continuing benefit of our students.

Financial Summary: N/A

Prepared By: Elizabeth Graswich **Division Approval:** _____

Prepared By: _____ **Superintendent Approval:** Steven M. Ladd, ED.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA
RESOLUTION NO. 5, 2012-2013

RECOGNITION OF NATIONAL GEAR UP WEEK

WHEREAS, Congress created the Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) in 1998 to increase the number of low-income students who are prepared to enroll and succeed in post-secondary education; and

WHEREAS, GEAR UP offers college preparatory opportunities to over 1,000,000 students per year, through 260 state and community grants in 47 states, the District of Columbia, American Samoa, Palau and Puerto Rico; and

WHEREAS, the United States Department of Education and the National Council for Community and Education Partnerships (NCCEP) work together to award grants and provide technical assistance and national conferences for the GEAR UP program throughout the United States; and

WHEREAS, for ten years, the California State GEAR UP program has worked in schools to prepare ALL students for continued education through a network of support for the adults who influence students – their faculty, counselors, school leaders and families – and has served over 270,000 students in 256 schools in 106 school districts and 25 counties; and

WHEREAS, GEAR UP is based on proven and sustainable models that support students, families, school leadership, local schools and their district, community-based organizations, businesses, institutions of higher education and state school reform efforts; and

WHEREAS, since 1999, California GEAR UP has awarded 5,190 Educational Trust Awards of \$2,000 totaling \$10,380,000 to middle school students across the state, including 56 awards to Valley High School totaling \$112,000;

THEREFORE, BE IT RESOLVED that the Elk Grove Unified School District does hereby proclaim September 10-14 as National GEAR UP Week.

Steven M. Ladd, Ed.D.
Secretary to the Board of Education

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 9

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012

Subject:
Constitution Day

Division: Curriculum/Professional Learning

Action Requested:

The Board of Education is requested to adopt a resolution that designates September 17, 2012, as Constitution Day.

Discussion:

September 17, 2012, will be the 225th anniversary of the writing of the Constitution of the United States of America. The finalizing of the Constitution had taken place after months of deliberation and discussion. It would be many more months before the Constitution was ratified by the states. In March 1789, the Constitution was declared to be in effect by the First U.S. Congress.

The Constitution that still governs and guides our country today has had significant political influence around the world. The values and beliefs that are represented in this document are ones with which citizens of our country should be familiar.

In 2004, Congress created a federal holiday, "Constitution Day," designated to be September 17. In May 2005, the U.S. Department of Education stipulated that all schools that receive federal monies must hold an educational program pertaining to the United States Constitution on September 17 of each year.

Through this resolution, the Board of Education would communicate a clear message about the importance of our country's foundational governing document as well as the importance of civic values.

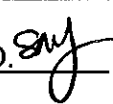
Financial Summary:

No financial impact is anticipated.

Prepared By: Anne Zeman, Ed.D. 

Division Approval: Mark Cerutti 

Prepared By: _____

Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA
RESOLUTION NO. 6, 2012-2013

ESTABLISHMENT OF CONSTITUTION DAY

WHEREAS, The Constitution of the United States is the guiding law of our land; and

WHEREAS, The Constitution of the United States has withstood the growth and changes of our nation during more than 200 years; and

WHEREAS, The Constitution of the United States has been a model that has guided other countries throughout the world; and

WHEREAS, The Constitution of the United States champions the rights of individuals and the states connected together through a centralized government; and

WHEREAS, Knowledge about the founding thoughts and beliefs of our country are important in the education of our citizenry; and

WHEREAS, Citizens informed about our country's core tenets are better equipped to participate fully in our democracy;

THEREFORE, BE IT RESOLVED by the Governing Board of Elk Grove Unified School District that September 17, 2012, is designated as Constitution Day; and

BE IT FURTHER RESOLVED that this resolution be distributed to every school in the District.

Steven M. Ladd, Ed.D.
Secretary to the Board of Education

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 10

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012

Subject:

Hispanic Heritage Month

Division: Curriculum/Professional Learning

Action Requested:

The Board of Education is requested to adopt a resolution that designates September 15 through October 15, 2012, as Hispanic Heritage Month.

Discussion:

The Board of Education has been a strong advocate of diversity within our school district. Given that interest, members of the Board of Education have an opportunity to recognize Hispanic Heritage Month.

In September 1968, Congress authorized President Lyndon B. Johnson to proclaim National Hispanic Heritage Week. The observance was expanded in 1988 to a month-long celebration (September 15 – October 15). America celebrates the culture and traditions of U.S. residents who trace their roots to Spain, Mexico, and the Spanish-speaking nations of Central America, South America, and the Caribbean. September 15 was chosen as the starting point for the celebration because it is the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively.

Throughout the year, the contributions of Americans with Hispanic heritage are presented in the regular curriculum; however, this special focus for one month serves as a reminder of the combined contributions of this group.

Financial Summary:

No financial impact is anticipated.

Prepared By: Anne Zeman, Ed.D. 

Division Approval: Mark Cerutti 

Prepared By: _____

Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA
RESOLUTION NO. 7, 2012-2013

ESTABLISHMENT OF HISPANIC HERITAGE MONTH

WHEREAS, individuals of Hispanic heritage have made and continue to make significant contributions to American society and that of California; and

WHEREAS, Hispanic Americans represent individuals from numerous geographic and political regions; and

WHEREAS, Hispanic Americans may also trace their roots to the indigenous peoples of the Americas; and

WHEREAS, the accomplishments of this group span the fields of medicine, law, education, agriculture, sports, the arts, science, business, and government; and

WHEREAS, the cultural influences of this group have been remarkable in the food, language, and music of American culture; and

WHEREAS, the achievements of people of Hispanic origin have benefited all of society; and

WHEREAS, awareness of these contributions should be a part of a full understanding of our culture;

THEREFORE, BE IT RESOLVED by the Governing Board of Elk Grove Unified School District that September 15 through October 15, 2012, is designated as Hispanic Heritage Month and that all educational sites are encouraged to recognize the contributions of Hispanic Americans through our curriculum and activities at the school; and

BE IT FURTHER RESOLVED that this resolution be distributed to every school in the District.

Steven M. Ladd, Ed.D.
Secretary to the Board of Education

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 11

Board Agenda Item

Supplement No. _____

Meeting Date: September 4, 2012

Subject:

**Board Resolution -- Walk to School Week
October 1 - 5, 2012**

Division: PreK-6 Education

Action Requested:

The Board of Education is asked to approve a resolution designating October 3, 2012 as Walk to School Day and October 1 - 5, 2012, as Walk to School Week in the Elk Grove Unified School District.

Discussion:

In 1997, the Partnership for a Walkable America sponsored the first National Walk Our Children to School Day in Chicago. It was a day set aside to bring community leaders and children together to create awareness of the need for communities to be walkable.

In 2002, Foulks Ranch Elementary was the first Elk Grove School to participate. Many of Elk Grove's remaining elementary schools were quick to climb on board.

In 2005, new legislation recognized the value of Safe Routes to Schools Programs and provided funding to States. Safe Routes extends the Walk to School events and supports safe walking and bicycling all year long through the Safe Routes to School programs. Federal legislation has recognized the value of ongoing walking and bicycling. The program creates safer routes for kids, engages kids of all abilities, enhances student health and improves the environment.

At participating schools, staff and community members coordinate and implement events for their school site. Walk to School Day events include banners, participation prizes, walking busses, nutritious snacks, and motivational special guests and fun events. Students look forward to the fun day set aside to promote physical activity, safety, building connections between the school and community and addressing concerns for the environment.

Students across the world celebrate Walk to School Day each October. This year, this international event will be celebrated on October 3, 2012. Many Elk Grove Elementary schools will celebrate throughout the week and sites will host special events on Walk to School Day, October 3, 2012.

A schedule of the elementary Walk to School Day events will be provided to our Board. We hope Board members will be able to join our students.

Financial Summary

N/A

Prepared By: Donna M. Cherry  Division Approval: _____

Prepared By: _____ Superintendent Approval: 

146.0812.54

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA

RESOLUTION NO. 18, 2012-2013

NATIONAL WALK TO SCHOOL WEEK

WHEREAS, the Elk Grove Unified School District recognizes the value of promoting physical activity, safety, concern for the environment, and building connections between the school and community; and

WHEREAS, Elk Grove has participated with others across our nation and internationally in Walk to School events for the purpose of building interest and promoting safe walking and biking communities; and

WHEREAS, since 2004, Walk to School Day has become an annual celebration of fitness and Elk Grove's PreK-6 Division participates fully;

NOW, BE IT RESOLVED, that the Governing Board of the Elk Grove Unified School District, hereby declares and proclaims **October 3, 2012** as **WALK TO SCHOOL DAY** and the week of **October 1 - 5, 2012** as **WALK TO SCHOOL WEEK**.

STEVEN M. LADD, ED.D., SUPERINTENDENT
AND SECRETARY to the GOVERNING BOARD
of the ELK GROVE UNIFIED SCHOOL DISTRICT

DATE: September 4, 2012

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 12

Board Agenda Item

Supplement No. _____

Meeting Date 9-4-12

Subject: Approval of Minutes

Department: Board of Education

Action Requested: Approve minutes of the special regular board meeting held August 16, 2012, and the regular board meeting held August 21, 2012.

Discussion:

Financial Summary:

Prepared By: Arlene Hein Department Approval: _____

Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

Board Agenda Item**Subject:** Personnel Actions**Division:** Human Resources**Action Requested:**

Recommend the Board of Education approve the personnel actions as attached.

Discussion:**CERTIFICATED:**


APPROVE:

1. New Hire(s) [35]
2. Leave(s) of Absence
3. Promotion(s)
4. Rehire(s)
5. Resignation(s)

CLASSIFIED:

APPROVE:

1. New Hire(s) [21]
2. Layoff(s)
3. Leave(s) of Absence
4. Placement on Reemployment List
5. Promotion(s)
6. Purge from Reemployment List
7. Resignation(s)
8. Retirement(s)
9. Return from Leave of Absence
10. Status Change(s)

Financial Summary:Prepared by: Clay McAllester, Ed. S. Departmental Approval: Glen De Graw Prepared by: Evelyn Laluan Superintendent Approval: Steven M. Ladd, Ed.D. 

Board Agenda Item

Agenda Item No: 14

Supplement No. _____

Meeting Date September 4, 2012

Subject: Resolution Regarding Board Member Absence

Division: Board of Education

Action Requested:

Approve Resolution No. 9, 2012-13 authorizing payments of the monthly compensation to William H. Lugg, Jr. for a meeting missed on July 23, 2012, due to hardship.

Discussion:

Education Code Section 35120 authorizes payment to board members for missed meetings due to illness, hardship, or performance of services outside the District for the district when the board, by resolution, finds that they were absent because of illness, hardship, or service to the district. Mr. Lugg was out of state when the July 23, 2012, special meeting was called.

Financial Summary:

Prepared By: Arlene Hein

Division Approval: Steven M. Ladd, Ed.D., Superintendent 

Prepared By: _____

Superintendent Approval: _____

**ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA**

RESOLUTION NO. 9, 2012-13

WHEREAS, William H. Lugg, Jr. was absent from the July 23, 2012, special meeting of the Board of Education due to hardship;

THEREFORE, BE IT RESOLVED, that William H. Lugg, Jr. be paid for the above stated meetings missed in accordance with Board Bylaw 9250 and Education Code Section 35120.

Al Rowlett, Clerk
Board of Education

Dated: September 4, 2012

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 15

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012Subject:

APPROVAL OF PURCHASE ORDER HISTORY.

Department: Finance & School SupportAction Requested:

The Board of Education is asked to approve purchase orders for the weeks of July 26, 2012 through August 15, 2012.

Discussion:

The Purchase Order History and Cost Modifications for the month of July 26, 2012 through August 15, 2012 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

| <u>Fund</u> | <u>Purchase Orders Issued</u> | | <u>Purchase Order Modification Costs</u> |
|--------------------|-------------------------------|-------------------|--|
| 01 | 367 | (4 Modifications) | 16,086.20 |
| 09 | 2 | | |
| 11 | 17 | | |
| 12 | 6 | | |
| 13 | 7 | | |
| 14 | 1 | | |
| 35 | 1 | | |
| 49 | 1 | | |
| 67 | 1 | | |
| Total Encumbrances | | | 16,086.20 |

Financial Summary:Total Encumbrances

| <u>Fund</u> | <u>Purchase Orders Issued</u> | |
|--------------|-------------------------------|--------------|
| 01 | 367 | 1,039,377.46 |
| 09 | 2 | 7,840.56 |
| 11 | 17 | 33,032.45 |
| 12 | 6 | 4,960.34 |
| 13 | 7 | 204,831.69 |
| 14 | 1 | 1,589.31 |
| 35 | 1 | 72.00 |
| 49 | 1 | 13,000.00 |
| 67 | 1 | 642.71 |
| (Sub total) | | 1,305,346.52 |
| Grand Total: | | 1,321,432.72 |

Prepared By: _____

Division Approval: Rich FaganPrepared By: Dennis BrownSuperintendent Approval: Steven M. Ladd Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 16

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012

Subject:

DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.

Department: Finance & School Support

Action Requested:

The Board of Education is asked to authorize the disposal of Obsolete/Surplus Property.

Discussion:

Pursuant to Section 39510 of the Education Code, the Board of Education is asked to authorize Dennis Brown, Director of Purchasing & Warehouse to surplus and/or dispose of these items.

All computers have been deemed uneconomical to repair by the Technology Services Department. Per Technology Services, all sensitive data and/or licenses have been removed from hard drives prior to being picked up from the department/site.

We have engaged local non-profits in an effort to determine their interest in refurbishing these computers to be redistributed to students of need. To date, we have seen no interest since most usable parts are removed prior to disposal.


Records of these items are in the Purchasing & Warehouse Department should you need to review them.

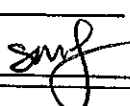
Financial Summary:

No source of income to the District.

Prepared By: _____

Division Approval: Rich Fagan 

Prepared By: Dennis Brown 

Superintendent Approval: Steven M. Ladd Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 16A

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012

Subject:

DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.

Department: Finance & School Support

Action Requested:

The Board of Education is asked to authorize the disposal of Obsolete/Surplus Property.

Discussion:

Pursuant to Section 39510 of the Education Code, the Board of Education is asked to authorize Dennis Brown, Director of Purchasing & Warehouse to surplus and/or dispose of these items.

Records of these items are in the Purchasing & Warehouse Department should you need to review them.

Financial Summary:

No source of Income to the District.

Prepared By: _____

Division Approval: Rich Fagan *Rich Fagan*

Prepared By: Dennis Brown *Dennis Brown*

Superintendent Approval: Steven M. Ladd Ed.D. *Steven M. Ladd Ed.D.*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No:

17

Board Agenda Item

Supplement No.

Meeting Date:

September 4, 2012

Subject:

Department:

Fiscal Services

Investment Policy

Action Requested:

The Board is asked to receive a quarterly report of investments.

Discussion:

Under state law, the District's surplus funds are deposited in the County Treasury (unless the District takes special measures to become fiscally independent) with the exception of legally authorized commercial bank accounts (such as Revolving Fund) and proceeds of debt issuances, which may be placed with a trustee. All of the funds of both the Elk Grove Unified School District and the EGUSD Community Facilities District No. 1 are invested with the Treasury of the County of Sacramento. These funds are in the commingled Treasurer's Pool with that of other public agencies. This includes all of the school districts within Sacramento County.

As of June 30, 2012, EGUSD has \$71,412,044 from all District Funds, in addition to Mello-Roos Investment proceeds of \$17,850,988, in the County Treasurer's pool. The District's portion is 3.87% of the total pooled assets of \$2,307,059,837.

Financial Summary:

The surplus funds of the District are conservatively managed by the County Treasury. We are confident that the funds are now and will continue to be available upon demand to satisfy District needs.

Prepared By:

Shelley Clark *Shelley Clark*

Division Approval:

Rich Fagan *Rich Fagan*

Prepared By:

Carrie Hargis *Carrie Hargis*

Superintendent Approval:

Steven M. Ladd, Ed.D. *Steven M. Ladd*

ELK GROVE UNIFIED SCHOOL DISTRICT

Fiscal Services Department

August 6, 2012

**Cash per Fund for Quarterly Investment Report
2011-2012**

| Fund | Fund Name | 9/30/2011 | 12/31/2011 | 3/31/2012 | 6/1/2012 |
|--------------|---------------------------------|----------------------|----------------------|----------------------|----------------------|
| 01 | General Fund | \$ 16,883,501 | \$ 3,282,047 | \$ 2,478,180 | \$ 1,516,924 |
| 09 | Charter School | \$ 1,977,307 | 1,947,764 | 2,000,740 | 1,771,599 |
| 11 | Adult Education | \$ 1,568,752 | \$ 1,736,953 | \$ 1,446,901 | \$ 1,154,624 |
| 12 | Children's Center Fund | \$ (855,019) | \$ 82,151 | \$ 18,531 | \$ 10,682 |
| 13 | Cafeteria Fund | \$ (2,692,513) | \$ (2,148,536) | \$ (3,075,116) | \$ 50,607 |
| 14 | Deferred Maintenance | \$ 3,119,385 | \$ 3,117,241 | \$ 2,360,160 | \$ 2,057,782 |
| 17 | Special Reserve - Non Capital | \$ - | \$ - | \$ - | \$ - |
| 25 | Capital Facilities - (Dev Fees) | \$ 24,408,611 | \$ 25,238,274 | \$ 21,779,614 | \$ 9,561,246 |
| 35 | State School Facilities | \$ 13,021,723 | \$ 13,051,605 | \$ 17,320,519 | \$ 17,140,956 |
| 40 | Special Reserve | \$ 198,779 | \$ 204,010 | \$ 199,145 | \$ 234,281 |
| 47 | Construction # 6 | \$ (185,098) | \$ 270 | \$ (6,250) | \$ (1,503,865) |
| 49 | Special Projects Fund | \$ 23,452,728 | \$ 23,032,757 | \$ 22,491,339 | \$ 23,195,242 |
| 52 | Mello Roos Administration | \$ 60,395 | \$ 768,758 | \$ 60,395 | \$ 60,395 |
| 67 | Self Insurance Fund | \$ 17,579,276 | \$ 16,463,841 | \$ 17,982,863 | \$ 16,161,569 |
| Total | | \$ 98,537,827 | \$ 86,777,136 | \$ 85,057,022 | \$ 71,412,044 |

Cash with County Treasurer (Mello-Roos Investments)

| | | | | |
|------------------------------|-----------------------|----------------------|----------------------|----------------------|
| Series 87 | \$ 707,935 | \$ 349,317 | \$ 243 | \$ 829,967 |
| Series 91 | \$ - | \$ - | \$ - | \$ - |
| Series 94 | \$ - | \$ - | \$ - | \$ - |
| Series 95 | \$ 3,117,049 | \$ 19,336 | \$ 3,528,842 | \$ 3,105,010 |
| Series 98 | \$ 2,838,687 | \$ 5,121 | \$ 1,652,352 | \$ 2,828,133 |
| Series 01 | \$ 1,108,591 | \$ 429 | \$ 474 | \$ 1,125,251 |
| Series 03 | \$ 1,348,311 | \$ 6,162 | \$ 280,281 | \$ 1,365,570 |
| Series 05 | \$ 2,185,790 | \$ 682,410 | \$ 1,634,362 | \$ 2,172,822 |
| Series 08 | \$ 6,812,636 | \$ 5,459,252 | \$ 6,421,504 | \$ 6,424,235 |
| Total | \$ 18,118,999 | \$ 6,522,027 | \$ 13,518,058 | \$ 17,850,988 |
| Total Cash All | \$ 116,656,826 | \$ 93,299,162 | \$ 98,575,080 | \$ 89,263,032 |
| Total County Pool | \$ 2,373,084,389 | \$ 2,822,795,286 | \$ 2,549,337,298 | \$ 2,307,059,837 |
| EGUSD % of Total Pool | 4.92% | 3.31% | 3.87% | 3.87% |

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 18
Supplement No. _____
Meeting Date: September 4, 2012

Board Agenda Item

Subject:

Kaiser Permanente HealthWorks / Wellness -- Letter of Agreement

Department:

Fiscal Services

Action Requested:

The Board is asked to approve the attached letter of agreement for a pilot Wellness Program between Kaiser Permanente and the District.

Discussion:

The attached letter of agreement outlines the services that will be provided to the District from Kaiser Permanente in relation to a wellness pilot program (Your Health, Your Choice -- Celebrating Wellness at EGUSD) for 2012-13.


Attachment to follow.

Financial Summary:

No cost to the District.

Prepared By: Carrie Hargis

Division Approval:

Rich Fagan 

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D. 

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012**Subject:**Department: Education Services**Project RIDE Operational Agreement for 2012-213****Action Requested:**

The Board of Education is requested to approve the operational agreement between Elk Grove Unified School District and Project R.I.D.E. (Riding Instruction Designed for Education) for therapeutic riding services for the 2012-2013 school year.

Discussion:

The Board of Education is requested to approve the operational agreement between Elk Grove Unified School District and Project R.I.D.E.

Project R.I.D.E. is a wonderful example of the Elk Grove Unified School District partnering with the community to provide meaningful services to our students with disabilities. Under this agreement, Project R.I.D.E. will provide up to 1,937 hours of therapeutic riding services to students in the Elk Grove Unified School District.

Financial Summary:

Elk Grove Unified School District will provide \$77,500 for Project RIDE in the 2012-2013 school year. There has been no change in the funding amount since 2009-2010. Funding sources for the 2012-2013 Project RIDE agreement will be through Economic Impact Aid (EIA).

Prepared By: _____

Division Approval: _____

Mark Cerutti *mc*

Prepared By: _____

Superintendent Approval: _____

Steven M. Ladd, Ed.D. *smf*

AGREEMENT FOR SERVICES
(Project RIDE)

This Agreement is effective as of July 1, 2012 and is by and between the Elk Grove Unified School District, a political subdivision of the State of California ("District") and Project RIDE, Inc., a California nonprofit public benefit corporation ("Project RIDE").

Recitals

WHEREAS, Project RIDE provides students in the District and in the Sacramento County Office of Education with opportunities to ride horses for therapeutic and recreational purposes;

WHEREAS, the District seeks services from Project RIDE to provide riding time for its students.

Agreement

SECTION 1. Recitals. The above recitals are true and correct.

SECTION 2. Term. The term of this Agreement shall be July 1, 2012 through June 30, 2013. The parties may agree to extend this Agreement on terms mutually acceptable to both parties.

SECTION 3. Riding Hours. Project RIDE agrees to provide to the District a total of one thousand nine hundred thirty seven (1,937) hours of therapeutic riding services to district students during the term of this Agreement. The parties may agree to increase or decrease the amount of hours by mutual written consent.

SECTION 4. Payment for Services.

(a) Total Fees. The District hereby agrees to pay, and Project RIDE hereby agrees to accept, an amount of seventy seven thousand five hundred dollars (\$77,500) for services provided by Project RIDE during the term of this Agreement.

(b) Payments. At the conclusion of each fiscal quarter (September 30, December 31, March 31, and June 30) the District shall forward an amount equal to one-fourth of the total payment described in Section 3 (above). The parties shall meet at the conclusion of the third quarter (on or shortly after March 31, 2013), and again at the conclusion of the term, to rectify any discrepancies in riding time and payments therefore.

(c) Adjustments in Riding Hours. In the event the parties need to rectify the amount paid for hours of services provided or in the event the parties agree to increase or decrease the amount of riding time provided during the total term of the Agreement, the fees shall be adjusted based upon an hourly rate of forty dollars (\$40) per riding hour provided or omitted.

SECTION 5. Representations and Warranties of Project RIDE.

(a) Project RIDE hereby acknowledges and warrants that it has been certified by the North American Riding for the Handicapped Association and that such certification shall be valid during the term of this Agreement.

(b) Project RIDE further acknowledges and warrants that it and its employees have sufficient training to provide the services being offered hereunder.

(c) Project RIDE further acknowledges and warrants that it has obtained any and all necessary licenses and permits related to its operation and will maintain such licenses and permits throughout the term of this Agreement.

(d) Project RIDE further acknowledges and shall verify that all employees working with District students have tested negatively for tuberculosis within the past four years.

SECTION 6. District Obligations. The District shall provide staff to supervise students while participating in riding sessions with Project RIDE.

SECTION 7. Insurance. Project RIDE shall not commence services before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section.

(a) Worker's Compensation. Project RIDE shall provide insurance as required by California law to protect its employees, contractors and subcontractors from all claims under Workers' Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations.

(b) General Liability. Project RIDE shall carry insurance that includes, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence. Project RIDE shall also submit to the District a Certificate of Insurance naming the Elk Grove Unified School district as the Certificate Holder and also as an additional named insured party by endorsement for the activities described in this Agreement.

SECTION 8. Indemnification. Project RIDE shall indemnify and hold the District, its officers, employees, and agents harmless from any and all claims arising out of the services provided under the term of this Agreement except for such claims due to the sole negligence or willful misconduct of the District.

SECTION 9. Termination.


(a) Termination by Default. Either party may terminate this Agreement upon seven days notice to the other party on default of the contract.

(b) Termination without Cause. The District may terminate this Agreement upon 60 days notice to Project RIDE upon the District's determination of the need to terminate the Agreement without cause. In such an event, Project RIDE shall be entitled to an amount of compensation for services rendered through the date of notification of termination and for any services requested by the District thereafter.


SECTION 10. Evaluations. The parties agree to schedule a meeting at the conclusion of the term, or earlier, whereby the parties may evaluate the program.

Executed as of the date(s) set forth below.

ELK GROVE UNIFIED SCHOOL DISTRICT

By: 
Richard Fagan, Associate Superintendent,
Finance and School Support

Dated: 8/23/12

By: 
Mark Cerutti, Associate Superintendent
Education Services

Dated: 8/23/12

PROJECT RIDE, INC.

By: 
Wayne Davis, President

Dated: Aug. 7, 2012

ACORD_(R)

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
07-12-2011

PRODUCER

Markel Insurance Company
P.O. Box 2009
Glen Allen, VA 23058-2009THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS
NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND,
EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING COVERAGE

| | | |
|----------------|---|--------------------------|
| COMPANY LETTER | A | MARKEL INSURANCE COMPANY |
| COMPANY LETTER | B | |
| COMPANY LETTER | C | |
| COMPANY LETTER | D | |
| COMPANY LETTER | E | |

INSURED

Project Ride, Inc
P.O. Box 159
Elk Grove, CA 95759

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE
POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT
WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED
HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY
PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|-----------|--|-----------------|-------------------------------------|--------------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT. | 9502AG044633-16 | 07-01-2011 | 07-01-2012 | GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OPS AGGREGATE \$ 1,000,000 PERSONAL & ADVERTISING INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MEDICAL EXPENSE (Any one person) \$ 5,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$ |
| A | OTHER Property | 9502AG044633-16 | 07-01-2011 | 07-01-2012 | 3,641,872 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is included as additional insured for operations conducted by the named insured.

CERTIFICATE HOLDER

Elk Grove Unified School District, Its Officers, elected &
appt. officials, Agents & empl. are listed as add'l insured
9510 Elk Grove-Florin Road
Elk Grove, CA 95624

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO
THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION
OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bruce A. Kay

Bruce A. Kay

JKI

ACORD 25-S(7/90)

(c) ACORD CORPORATION 1990

April 13, 2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER 00007 / Debi DeTurk Peloso 7765 West Highway 90 Greenville, FL 32331 | CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # |
| INSURED Project Ride, Inc P.O. Box 159 Elk Grove, CA 95759 | INSURER A: MARKEL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------------|--------------------------|-----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | <input type="checkbox"/> | <input type="checkbox"/> | 9502AG044633-17 | 07-01-2012 | 07-01-2013 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | <input type="checkbox"/> | <input type="checkbox"/> | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | <input type="checkbox"/> | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$ |
| | | <input type="checkbox"/> | <input type="checkbox"/> | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder only.

CERTIFICATE HOLDER

CANCELLATION

Project Ride, Inc
 P.O. Box 159
 Elk Grove, CA 95759

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Bruce A. Kay

JBA
 AGP02

Board Agenda Item

Supplement No. _____

Meeting Date: September 4, 2012

Subject: Elk Grove Auto Mall 2012/2013 Graduating Seniors Attendance
Drive Agreement

Division: Communications

Action Requested: The EGUSD Board of Education is asked to ratify the Elk Grove Auto Mall 2012/2013 Graduating Seniors Attendance Drive Agreement.

Discussion:

For the seventh year in a row, the Elk Grove Auto Mall has agreed to donate up to \$20,000 towards the purchase of a vehicle from one of their 20 brands to a graduating senior high school student with strong attendance. This contract details the agreement between the Elk Grove Auto Mall and the Elk Grove Unified School District, including the official contest rules.

Financial Summary: N/A

Prepared By: Torrey JohnsonDivision Approval: Elizabeth Graswich 

Prepared By: _____

Superintendent Approval: 

**ELK GROVE AUTO MALL
2012/2013 GRADUATING SENIORS ATTENDANCE DRIVE AGREEMENT**

This agreement ("Agreement") is entered into as of August __, 2012, between the Elk Grove Auto Mall Owners Association, a California non-profit/mutual-benefit corporation, ("Donor"), whose principal place of business is on Auto Mall Drive, Elk Grove, California, and the Elk Grove Unified School District (EGUSD), a California Public School District and non-profit organization, whose principal place of business is 9510 Elk Grove-Florin Road, Elk Grove, California ("Charity").

Recitals

- A. Charity is organizing and administering an EGUSD Attendance Campaign for seniors in the Class of 2013, to be known as the "Elk Grove Auto Mall 2012/2013 Graduating Seniors Attendance Drive," that will culminate in an event held on or about May 29, 2013 in Elk Grove, California (referred to herein as the "Event"). Charity desires to have Donor donate up to \$20,000 redeemable solely towards the purchase of a vehicle from the Elk Grove Auto Mall, as a prize for said Event.
- B. Donor is willing to donate up to \$20,000 to be used solely towards the purchase of a vehicle from one of twenty (20) of the Elk Grove Auto Mall dealer brands.

Now, therefore, based upon the above premises and in consideration of the covenants and conditions herein, the parties agree as follows:

- 1.0 Contest.** In conjunction with the Event, Charity shall organize, promote, and stage a contest (herein after called the "Contest"). Charity shall have sole responsibility for ensuring that the Event and Contest are organized, promoted, and staged in compliance with federal, state, and local law (the "Law"). The grand prize shall be up to \$20,000 to purchase a vehicle of the winner's choice from the Donor. The Contest shall consist of a random drawing of eligible entries for the donation. The winner of the drawing shall be selected no later than June 30, 2013, or if the Event is postponed, on a date approved in writing by Donor.
- 2.0 Administration of Event and Contest.** Charity shall be responsible for the organizing, staging, and overall administration of the Event and Contest. Charity's responsibilities for administration of the Event and Contest shall include, without limitation, the following:
 - 2.1 Contest Rules.** Creation of the rules for the Contest, including without limitation, ensuring the rules specifically include those items indicated in **Exhibit A** attached hereto and incorporated herein by this reference; and Charity shall provide Donor with a copy of the rules, certification forms, and winner acknowledgement forms prior to their distribution;
 - 2.2 Selection.** Selection of the winners from eligible participants in conformance with the rules of the Contest and the Law;
 - 2.3 Notification.** Notification to all winners and arrangement of the provision of all applicable prizes to each winner;

- 2.4 Certificate of Eligibility. Charity shall use its best efforts to obtain a Certificate of Eligibility and Liability/Publicity Release from the Contest winners, in substantially the form attached hereto as **Exhibit B** or other form mutually agreed upon by the parties hereto (the "Certificate of Eligibility"). Donor may generate a publicity release (or use of information regarding the Contest winners) in internal company publications, and Charity shall provide information to Donor (in compliance with the Law) to support such activities of Donor.

3.0 Donation

- 3.1 Taxes and Fees. The Donor will pay taxes, licensing and/or registration fees incurred following the purchase of a vehicle up to \$20,000 ("Prize Limit"). The Contest winner shall be solely responsible for any other costs that exceed the Prize Limit that are associated with purchasing the vehicle. The Charity shall not be responsible for any such taxes, fees or costs. Failure of winners to pay such taxes, fees or costs shall terminate Donor's and Charity's obligations with respect to said winners in accordance with the Contest rules.

4.0 Use of Trademarks and Trade Names

- 4.1 Use of Donor's Names and Marks. Donor hereby grants Charity the non-exclusive license to display Donor's names, trademarks, trade names, logos, and service marks (the "Donor's Names and Marks") only in association with and the staging of the Contest in the continental U.S. and only after receipt of prior written approval from Donor for each display of such names and marks. Charity will submit all materials bearing the Donor's Names and Marks to Donor for such approval. Charity will include any trademark or copyright or other markings reasonably requested by Donor.
- 4.2 Use of Charity's Name. Charity grants Donor the right to be an official donor to the Charity. Donor may mention its donation hereunder in connection with the advertising, marketing, and public relations efforts upon Charity's approval. With the consent of Charity, and provided that the Contest winners have executed publicity releases, Donor and its designees may use images of the winners of the Contest as well for such purposes.

5.0 Miscellaneous Provisions

- 5.1 Breach of Agreement. If either party breaches a material provision of this Agreement, then the other party may, at its option, immediately terminate this Agreement by giving written notice to the breaching party of such termination and specifying the reasons therefore.
- 5.2 Assignment. This Agreement is binding upon Charity and Donor and their successors. Except as otherwise provided herein, neither Charity nor Donor shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.
- 5.3 Representatives. Charity and Donor shall each designate a representative of their respective organizations to serve as the primary contact person for each party regarding performance

of this Agreement. The Charity representative shall cooperate with Donor and Donor representative shall cooperate with Charity in all matters regarding this Agreement and in such a manner as will result in the performance of the work in a timely and expeditious fashion.

Charity Representative

Elizabeth Graswich
Director, Communications
Elk Grove Unified School District

Donor Representative

Lindsey Smith
Atlantis Advertising

5.4 Entire Agreement; Amendments. This Agreement represents the entire and integrated Agreement between Charity and Donor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

5.5 Governing Law; Dispute Resolution. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement. If any dispute arises out of this Agreement, then upon the written request of either party the parties shall meet and attempt to resolve the same amicably for a period of up to 30 days. Any dispute not otherwise resolved shall be submitted for binding arbitration. The arbitration proceeding will be conducted in Sacramento County, California, before an individual arbitrator under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration is made. To the extent that there is any conflict between the rules of the American Arbitration Association and this arbitration clause, this clause will govern and determine the rights of the parties. The decision of the arbitrator, including the determination of the amount of any damages suffered, will be exclusive, final, and binding on all parties, their heirs, executors, administrators, successors, and assigns, as applicable, and any court of competent jurisdiction may enter judgment thereon. If the Arbitrator awards specific performance, any court of competent jurisdiction may enforce such award. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator's fees, as well as reasonable attorney's fees will be awarded to the party determined by the arbitrator to be the prevailing party. California law governs this Agreement. Nothing in this "Dispute Resolution" provision precludes either party from pursuing court actions for specific performance or injunctive or other equitable relief.

5.6 Attorney's Fees. If either party to this Agreement brings or participates in any legal action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney's fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

5.7 Donor's Indemnification. Donor shall save, keep and hold the Charity and its officers, agents, employees and volunteers harmless from any loss, cost, expense (including attorney's fees), damage, claim or liability, in law or equity, including, but not limited to,

liability as a result of injury to or death of any person or damage to or loss or destruction of any property, resulting from or arising out of or in any way connected with the performance of this Agreement by the Donor, and any of its officers, employees, or agents, regardless of the negligence of the Charity and its officers, agents, employees or volunteers, except where such loss, cost, expense, damage, claim or liability results solely from the active negligence or willful misconduct of the Charity, and its officers, agents, employees or volunteers. Upon request of the Charity, the Donor shall, at no cost or expense to Charity, and its officers, agents, employees or volunteers, defend any suit asserting a claim for any loss, damage, or liability due to the performance of this Agreement by Donor and any of its officers, employees, or agents, and the Donor shall pay any costs and attorney's fees that may be incurred by Charity, and its officers, agents, employees or volunteers in connection with any such claim or suit.

- 5.8 Charity's Indemnification. Charity shall save, keep and hold the Donor and its officers, agents, employees and volunteers harmless from any loss, cost, expense (including attorney's fees), damage, claim or liability, in law or equity, including, but not limited to, liability as a result of injury to or death of any person or damage to or loss or destruction of any property, resulting from or arising out of or in any way connected with the performance of this Agreement by the Charity, and any of its officers, employees, or agents, regardless of the negligence of the Donor and its officers, agents, employees or volunteers, except where such loss, cost, expense, damage, claim or liability results solely from the active negligence or willful misconduct of the Donor, and its officers, agents, employees or volunteers. Upon request of the Donor, the Charity shall, at no cost or expense to Donor, and its officers, agents, employees or volunteers, defend any suit asserting a claim for any loss, damage, or liability due to the performance of this Agreement by Charity and any of its officers, employees, or agents, and the Charity shall pay any costs and attorney's fees that may be incurred by Donor, and its officers, agents, employees or volunteers in connection with any such claim or suit.
- 5.9 Surviving Obligations. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the expiration or termination of this Agreement.
- 5.10 Authority. Each of the individuals signing below, purportedly as an agent for the Donor or Charity, individually represents and warrants that he or she is authorized to execute this Agreement and bind the Donor or Charity (as applicable), and that this Agreement is binding and enforceable against the party on whose behalf the individual is signing.
- 5.11 Interpretation. Words used in the singular shall include the plural, and vice-versa, and any gender shall be deemed to include the other. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto.

5.12 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.13 Further Acts. Each party, at the request of the other, shall execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

5.14 Exhibits. Exhibits to this Agreement attached hereto are incorporated herein by reference.

5.15 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

* * * * *

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the day and year first above written.

ELK GROVE UNIFIED SCHOOL DISTRICT

By _____
Superintendent

ELK GROVE AUTO MALL OWNERS ASSOCIATION

By _____

Title _____

Tax I.D. or Social Security Number

Exhibit A

ELK GROVE UNIFIED SCHOOL DISTRICT

OFFICIAL RULES AND REGULATIONS of the Elk Grove Auto Mall 2012/2013 Graduating Seniors Attendance Drive

These are the official rules ("Official Contest Rules") for the Elk Grove Auto Mall 2012/2013 Graduating Seniors Attendance Drive (the "Contest").

- 1) NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN.
- 2) Eligibility. The following regulations determine a student's eligibility in the Contest:
 - a) The Contest is open to all students in the Elk Grove Unified School District ("EGUSD") graduating class of 2013 legally residing in the United States.
 - b) Students must have at least a 2.0 GPA to be eligible to participate.
 - c) Students must have five (5) months of perfect attendance to be eligible to participate. Perfect attendance means that the student has attended all class period of all school days within the calendar month of September, October, November or December 2012 and January, February, March or April 2013. These months do not have to occur consecutively.
 - d) Students must attend one of the following EGUSD high schools: Cosumnes Oaks, Elk Grove, Florin, Franklin, Laguna Creek, Monterey Trail, Pleasant Grove, Sheldon, Valley, Calvin High, William Daylor High or Rio Cazadero.
 - e) **Employees, and the children of employees, of EGUSD, the Elk Grove Auto Mall, any of its automobile dealerships, advertising agencies, or affiliates or subsidiaries of such dealerships or advertising agencies, and household members of any such employees, are not eligible to participate in the Contest.**
- 3) Sponsors. This Contest is sponsored by the Elk Grove Unified School District, 9510 Elk Grove-Florin Road, Elk Grove, California, and the Elk Grove Auto Mall, 8550 Laguna Grove Drive, Elk Grove, California (the "Sponsors").
- 4) Agreement to Official Contest Rules. Each eligible student who enters the Contest is a "Contestant." Entry into the Contest constitutes Contestant's full and unconditional agreement to and acceptance of these Official Contest Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 5) Contest Period. The Contest begins on September 1, 2012, and ends on or about May 17, 2013.
- 6) How to Enter. Each student must turn in Exhibits B-1 & B-2 to their schools front office. Exhibits B-1 & B-2 must be turned in by May 24, 2013.
- 7) Each month, a list of seniors with perfect attendance from the previous month will be posted so students can check on their status. Lists will be posted one week after the end of the month.
- 8) Selection of Prizewinners. Prizewinners will be selected as follows:
 - a) On May 17, 2013, random drawings will be held at each of the 9 EGUSD Comprehensive High Schools with a 2013 graduating class (Cosumnes Oaks, Elk Grove, Florin, Franklin, Laguna Creek, Monterey Trail, Pleasant Grove, Sheldon and Valley) from among all Contest entries at those sites and one finalist will be selected from each of those sites. For the 3 alternative education high schools (Calvin High, William Daylor High and Rio Cazadero), all Contest entries from those 3 sites will be combined and one finalist will be selected from among those entries. There will be 10 finalists.

- b) Each of the 10 finalists will be invited to attend the Grand Prize Award Event, to be held at the Elk Grove Auto Mall on or about May 29, 2013. Each of the finalists attending the Grand Prize Award Event will select an automobile key at random from 10 keys and attempt to start a car selected by the Sponsors. The finalist with the key that starts the car is the Grand Prize winner, and each of the remaining finalists is a runner-up. The Grand Prize winner must be present to win the Grand Prize. Runners-up need not be present to win a runner-up prize.
 - e) Prizewinners must complete all graduation requirements in the month of May 2013. The Grand Prize winner must be a licensed driver and must be 18 by the time he or she redeems the Grand Prize. The car must also be placed in the name of the Grand Prize winner. The deadline for meeting all requirements to redeem all prizes is December 1, 2013, and any prizes that are not redeemed by then, or for which all requirements have not been met by then, are forfeited automatically. If the Grand Prize is so forfeited, then the Sponsors will select a new Grand Prize winner at random from among the runners-up. Each of the runners-up will be notified that the winner has forfeited the Grand Prize, and will be notified of a new date and time at which a second Grand Prize drawing will be held. Each runner-up who attends the second Grand Prize drawing will be given an automobile key at random from 9 keys and attempt to start a car selected by the Sponsors. The finalist with the key that starts the car is will be the new Grand Prize winner. The new Grand Prize winner will forfeit the previously awarded runners-up prize described in paragraph 9. The runners-up at the second Grand Prize drawing will not be entitled to another prize. A runner-up so selected as the new Grand Prize winner will have 45 calendar days thereafter to meet all Grand Prize requirements and redeem the Grand Prize.
 - d) All drawing and prizewinner selection results are final upon verification. The odds of becoming a finalist depend on the number of Contest tickets received. The odds of a finalist winning the Grand Prize are 1:10, and the odds of a finalist winning a runner-up prize are 9:10. A list of the Contest prizewinners will be available from the Sponsors after December 1, 2013.
- 9) Prizes. One (1) Grand Prize winner will receive up to \$20,000.00 toward the purchase of a vehicle of the Grand Prize winner's choice from one of the twenty (20) dealer brands at the Elk Grove Auto Mall. The nine (9) runners-up will each receive a \$100.00 VISA gift card.
- a) The Elk Grove Auto Mall will pay taxes, licensing and/or registration fees incurred following the purchase of a vehicle up to the \$20,000 prize limit. The Grand Prize winner shall be solely responsible for any other costs greater than \$20,000 that are associated with purchasing the vehicle. EGUSD shall not be responsible for any such taxes, fees or costs. If the "purchase price" of a vehicle of the Grand Prize winner's choice is less than \$20,000.00, then the Grand Prize winner will not receive the difference in cash or otherwise. The Grand Prize has a value of up to \$20,000.00. Each of the runner-up prizes has a value of approximately \$100.00. All prizes shall be awarded (You should add when and where the prizes shall be awarded, for example "at the drawing held on or about May 29, 2013."). All prizes are nontransferable and non-refundable and must be accepted as awarded. There will be no substitution of prizes and no cash awarded in lieu of prizes. Contest winners shall be responsible for all taxes, license, title and registration fees, and any other costs associated with winning and use of the prizes, including any portion of the total purchase price of an automobile exceeding the \$20,000.00 Grand Prize.
- 10) Certificate of Eligibility and Liability/Publicity Release. Each Contest finalist (and if a finalist is a minor in his/her jurisdiction of residence, his/her parent or legal guardian) must sign a certificate of eligibility and liability/publicity release and return it to EGUSD on or before May 24, 2013 in order to be able to receive a prize. If a Contest finalist fails to have the certificate of eligibility and liability/publicity release signed and returned to EGUSD by the deadline, then an alternate Contestant will be selected in his/her place by random drawing from the names of all remaining eligible Contestants, and that person will become a finalist in his/her place.
- 11) Publicity. Acceptance of prizes constitutes permission for the Sponsors and/or their designees to use the prizewinners' names, hometowns, photographs, testimonials or other likenesses and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, the winners to the extent permitted by law.
- 12) General Conditions. The Contest shall be staged in compliance with all applicable federal, state, and local laws, and the Contest is void where prohibited or restricted by law. Sponsors reserve the right to cancel, suspend, and/or modify the Contest if any fraud, or other problem corrupts the administration, security, or proper play of the Contest, as determined by Sponsors in their sole discretion. In such event, Sponsors reserve the right to award the prizes according to the "Selection of Prizewinners" criteria from among the eligible entries received up to the time of the impairment.

Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Contest Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision.

- 13) Release. Except where prohibited, each Contestant agrees to release and hold harmless the Sponsors, and their affiliates, and their officers, directors, employees and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize.
- 14) Limitations of Liability. Except where prohibited, each Contestant agrees that the Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Contestant's or printing errors; (b) unauthorized human intervention in any part of the Contest; (c) technical or human error which may occur in the administration of the Contest or the processing of entries; or (d) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest or receipt of any prize.
- 15) Disputes. Except where prohibited, each Contestant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize awarded, other than the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Sacramento County, California, USA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will Contestant be permitted to obtain awards for and Contestant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, or the rights and obligations of the Contestant and Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California.

Exhibit B

Elk Grove Auto Mall 2012/2013 Graduating Seniors Attendance Drive

Certificate of Eligibility and Liability/Publicity Release

I, _____, certify that I am a 12th grade student at _____ High School, enrolled in Elk Grove Unified School District. I certify that I will be 18 by December 1, 2013.

I reside at _____
(street address)

_____, _____, _____
(city) (state) (zip code)

My telephone number is: _____. My valid driver's license number is: _____, and was issued in _____. My date of birth is: _____.

I am submitting this Certificate to the **Elk Grove Unified School District ("Charity")** with the understanding that it will be relied upon to determine my eligibility as the winner of a prize ("prize") in the Elk Grove Auto Mall 2012/2013 Graduating Seniors Attendance Drive contest ("Contest").

I represent that I have entered the Contest of my own free will and have complied with and am bound by the Official Contest Rules and that I have perpetuated no fraud or deception in entering this Contest or in claiming a prize. **I am not an employee, or the child, or member of the household, of an employee of the Charity. I further represent that I am not an employee of the Elk Grove Auto Mall ("Donor"), the Donor's advertising agencies, or any of the aforementioned entities' affiliates or subsidiaries, nor a household member of such employee.**

As the winner of a prize in this Contest, I agree to accept the prize as offered pursuant to the Official Contest Rules, which I read and agreed to as a condition for entering this Contest. I understand and agree that all applicable taxes (including any income taxes), licenses, title and/or registration fees and associated costs are my sole responsibility, including any portion of the total purchase price of an automobile exceeding the \$20,000.00 Grand Prize if I am the Grand Prize winner, and that if I do not accept the prize and pay said amounts and provide evidence of any legally required insurance within the time permitted by the Official Contest Rules, then I automatically will have forfeited my rights to the prize. I understand that I may have to pay State and Federal income taxes on the value of the prize, that neither the Charity nor the Donor has deducted or withheld any income or other taxes from the prize, and that the Charity must issue an IRS form 1099 to me following my acceptance and receipt of the prize. For that purpose I have furnished my social security number below.

IN EXCHANGE FOR MY RECEIPT AND ACCEPTANCE OF THE ABOVE-MENTIONED PRIZE, I HEREBY, FOR MYSELF, MY HEIRS, REPRESENTATIVES, INSURERS AND ASSIGNS, WAIVE AND RELEASE AND FOREVER DISCHARGE ANY AND ALL RIGHTS AND CLAIMS I MAY HAVE AGAINST CHARITY AND/OR THE DONOR FOR ANY MATTER, CAUSE OR THING WHATSOEVER WITH RESPECT TO, OR ARISING AS A

RESULT OF, MY ENTRY IN, PARTICIPATION IN, AND/OR STATUS AS A WINNER OF, THE CONTEST.

In addition, I hereby grant permission to Charity and Donor and/or their designees (without additional notice or further consent) for the use of my name, hometown, photograph, testimonial or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, regarding my winning the Contest. I understand and agree that I will not be paid for such use.

I agree that no promise or inducement has been offered except as set forth herein, and that this Certificate of Eligibility and Liability/Publicity Release was not executed based upon statements or representations by any party other than those set forth herein. Invalidity, illegality, or unenforceability of any provision or any part of any provision of this Certificate of Eligibility and Liability/Publicity Release shall not affect or impair the validity, legality, or enforceability of any other provision or any part of any other provision.

I agree to return the prize to the Charity if any statement made by me in this Certificate is false. I have completely read this Certificate of Eligibility and Liability/Publicity Release and certify that I am voluntarily signing this document.

Signed: _____

Print Name: _____

Date: _____

Social Security Number: _____

Signature of Parent or Legal Guardian if above signatory is under 21 years of age:

Signed: _____

Print Name: _____

Relationship to winner: _____

Date: _____

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012**Subject:**Division: Facilities and Planning

**Running Paths and Concrete Work at Various Sites
Change Order No. 3**

Action Requested:

The Board of Education is asked to (1) approve Change Order No. 3 with Biondi Paving, Inc., and (2) authorize a district representative to sign the approved change order.

Discussion:

On May 8, 2012, the Board of Education awarded a contract to Biondi Paving, Inc., for the Running Paths and Concrete Work at Various Sites project. Change Order No. 3 consists of seven (7) items. The complete change order, with backup, is on file in the Facilities and Planning office for review.

| | | | |
|-----------------------|--|------------|--------------------|
| <u>Item #1</u> | <u>Florin High School</u> : Resurface and restripe tennis courts. Requested by Elk Grove Unified School District. | ADD | \$53,000.00 |
| <u>Item #2</u> | <u>John Ehrhardt Elementary School</u> : Repair and relocate broken irrigation valve which was unidentified in the project plans. Requested by Elk Grove Unified School District. | ADD | \$1,733.00 |
| <u>Item #3</u> | <u>Sheldon High School</u> : Remove and replace unsuitable soil and add rebar to sidewalk to rectify unforeseen conditions. Requested by Architect. | ADD | \$1,074.00 |
| <u>Item #4</u> | <u>John Ehrhardt Elementary School</u> : Install decomposed granite paving and add an area drain to rectify seasonal flooding. Requested by Architect. | ADD | \$3,977.00 |
| <u>Item #5</u> | <u>John Reith Elementary School</u> : Replace additional unsuitable existing concrete that was discovered during the course of construction. Requested by Elk Grove Unified School District. | ADD | \$850.00 |

Financial Summary:

Funded with Excess Tax Proceeds.

Prepared By: Brad Parsons *BP* Division Approval: Robert Pierce *RP*
 Prepared By: Lee Leavelle *LS* Superintendent Approval: Steven M. Ladd, Ed.D. *SL*

| | | | |
|-----------------------|--|------------|-------------------|
| <u>Item #6</u> | <u>Barbara Comstock Morse Elementary School:</u> Move drain inlet locations along street frontage to midline of existing swale due to unforeseen conditions. Requested by Architect. | ADD | \$3,560.00 |
| <u>Item #7</u> | <u>Maeola R. Beitzel Elementary School:</u> Remove and replace existing non-ADA compliant portable concrete ramp and relocate and repair irrigation valve for new portable pad. Requested by Elk Grove Unified School District. | ADD | \$781.00 |

Attachment A provides detailed information on distribution of change order requests between Architect and District. Change Order No. 3 changes the contract amount of \$1,273,226.00 by \$64,975.00 to \$1,338,201.00.

CONSTRUCTION COST SUMMARY
CHANGE ORDER NO. 1 - 3

PROJECT: Running Paths and Concrete Work at Various Sites
ARCHITECT: MTW Group
CONTRACTOR: Biondi Paving, Inc.
CONTRACT AMOUNT: \$1,491,258.00

| ARCHITECT INITIATED OR REQUESTED | | | | | | EXISTING CONDITIONS | DISTRICT REQUESTED | |
|----------------------------------|---------------|------------|------------|------------|-------|------------------------|--------------------|-----------------------|
| | Architectural | Electrical | Mechanical | Structural | Civil | Code | Additions | Credits |
| BUILDING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SITE | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 97,552.00 | (307,488.00) |
| SITE AND BUILDING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 97,552.00 | (307,488.00) |
| TOTALS | | | | | | | \$56,879.00 | (\$209,936.00) |

SUMMARY:

| | | | |
|---------------------------------------|-----------------------|-------------------------------|------------------|
| Original Contract Amount: | \$1,491,258.00 | Contract completion date: | November 5, 2012 |
| Net Change Orders Architect Requested | 0.00 | Time extension: | 0 days |
| Net Change Orders Existing Conditions | 56,879.00 | | |
| Net Change Orders District Requested | (209,936.00) | | |
| Total Change Orders 1 - 2 | (153,057.00) | | |
| Total Current Contract Amount | <u>\$1,338,201.00</u> | New contract completion date: | November 5, 2012 |

Board Agenda Item**Subject:**Division: Facilities and Planning

**Elk Grove Charter School, Public Address (PA) System
Acceptance and Notice of Completion**

Action Requested:

The Board of Education is asked to (1) accept the construction of Elk Grove Charter School, Public Address (PA) System, and (2) authorize the filing of the Notice of Completion.

Discussion:

On June 19, 2012, the Board of Education awarded a contract to Bockmon & Woody Electric Company, Inc., for the Elk Grove Charter School, Public Address (PA) System project. The work has been completed and is recommended for acceptance by the Engineer.

The Administration will file the Notice of Completion with the County Recorder within the statutory ten-day period.

Financial Summary:

Not applicable.

Prepared By: Josef Tavora  Division Approval: Robert Pierce Prepared By: Lee Leavelle  Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 23

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012

Subject:

Division: Facilities and Planning

**Dillard Elementary School Test Well Lease/Leaseback
Award of Contract**

Action Requested:

The Board of Education is asked to (1) authorize the Administration to sign all documents and contracts pertaining to this work.

Discussion:

On August 10, 2012, the Administration solicited Request for Proposals (RFP) for the Dillard Elementary School Test Well project.

This project includes a test hole drilled on site and staked. It will be drilled approximately 600 feet, utilizing an inorganic mud as a drilling fluid. Total containment and off-haul of all drilling spoils and mud will be provided.

The RFP was issued to three (3) qualified well drilling firms that were selected by the Engineer. ____ () proposals were received on August 28, 2012. Pricing was negotiated with the Engineer, evaluated, and the Engineer recommends _____, as the firm best qualified to meet our needs.

The Administration recommends the award of an LLB contract to _____, for the Guaranteed Maximum Price (GMC) of \$ _____.

Financial Summary:

Funded with State School Building Funds, Measure A proceeds, and/or Developer Fees.

Prepared By: Stacey Allison *SA* Division Approval: Robert Pierce *RP*

Prepared By: Lee Leavelle *LL* Superintendent Approval: Steven M. Ladd Ed.D. *SL*

Board Agenda Item

Supplement No. _____

Meeting Date September 4, 2012**Subject:**Division: Facilities and Planning

**Smart Grid Investment Grant – Heating Ventilation Air Conditioning (HVAC) Controls Replacement Project
Ratification of Contract**

Action Requested:

The Board of Education is asked to (1) ratify the Lease-Leaseback contract for the Smart Grid Investment Grant – Heating Ventilation Air Conditioning (HVAC) Controls Replacement Project.

Discussion:

At the February 21, 2012 Board Meeting, the Board of Education authorized the Administration to enter into a Smart Grid Investment Grant Subawardee Contract with SMUD and to accept reimbursement for up to \$1 million of the costs to install new HVAC Controls. At the same Board Meeting, the Board authorized the selection of Consolidated CM, Inc., as the District's Program Manager and Designer for the Project.

The District's team, including its M&O staff, SMUD technical staff, and Consolidated CM advertised for and conducted interviews to solicit industry advice from firms known to provide this service, then commenced investigation of the existing HVAC control systems on the thirteen (13) campuses. The designers then completed a Preliminary Design of the new system, meeting District and SMUD requirements, including plans and specifications.

While design was underway, the District publicly advertised and communicated with firms known to provide HVAC Controls services and issued a Request for Qualifications. Seven (7) firms responded with Statements of Qualifications which were reviewed, scored, and ranked by a panel on May 29, 2012.

The ranking of the top three (3) firms is attached. The top three (3) firms were issued a Request for Proposal on technical and price details on June 14, 2012. Proposals were received in response and evaluated with L&H Airco offering the lowest Guaranteed Maximum Price (GMP).

The Administration recommends the ratification of an LLB contract to L&H Airco for the GMP of \$1,264,691.00.

Financial Summary:

\$1,000,000 Grant from SMUD's SGIG program funded through ARRA funds administered by the DOE matched with district funds previously identified for deferred maintenance projects.

Prepared By: Stacey Allison *SA* Division Approval: Robert Pierce *RP*
Prepared By: Lee Leavelle *LL* Superintendent Approval: Steven M. Ladd, Ed.D. *SL*